



TOWN BOARD REGULAR MEETING

October 13, 2014 - 7:00 P.M.

Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
4. Board Liaison Reports
 - Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate
 - Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority
 - Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce
 - Town Board Member Rose – Clearview Library Board
 - Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission
 - Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
 - Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO
5. Proclamation – National Community Planning Month
6. Invited to be Heard

Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to sign up on the form provided in the foyer of the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the Town Board.

Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three (3) minutes. Written comments are welcome and should be given to the Deputy Town Clerk prior to the start of the meeting.

B. CONSENT CALENDAR

1. Minutes of the September 22, 2014 Regular Town Board Meeting – P. Garcia
2. Resolution No. 2014-58 – Resolution Approving An Easement and Right-Of-Way Agreement for Storm Water Drainage Facility Between the Town of Windsor and Broe Land Acquisitions II, LLC, And Authorizing The Mayor To Execute Same – I. McCargar
3. Resolution No. 2014-59 – A Resolution Approving an Agreement Between the Town of Windsor and the Boxelder Sanitation District, and Authorizing the Mayor to Execute Same – I. McCargar
4. Resolution No. 2014-60 – A resolution vacating the northerly 6.7 feet of the 20 foot utility and drainage easement located at the south property line of 680 Dakota Way – P. Hornbeck
5. Resolution No. 2014-61 – A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Town of Timnath With Respect to Maintenance of County Line Road in the Vicinity of its Intersection With Harmony Road – I. McCargar

6. Advisory Board Appointments – P. Garcia
7. Report of Bills September 2014 – D. Moyer

C. BOARD ACTION

1. Ordinance No. 2014-1481 – Amending Chapter 16 of the Windsor Municipal Code for the purpose of adopting regulations for accessory dwelling units in residential zoning districts within the Town of Windsor
Super-majority vote required for adoption on second reading
 - Second reading
 - Legislative action
 - Staff presentation: Scott Ballstadt, Chief Planner
2. Ordinance No. 2014-1483 – An Ordinance Annexing Certain Real Property Pursuant To The Enclave Annexation Powers Granted Municipalities Under The Colorado Municipal Annexation Act Of 1965
 - First reading
 - Legislative action
 - Staff presentation: Ian D. McCargar, Town Attorney
3. Public Hearing – Final Major Subdivision – Brunner Farm Subdivision, Tenth Filing – Cary St. Onge, Windsor CAS, LLC, applicant; Mary B. Wohnrade, Wohnrade Civil Engineers, Inc., applicant’s representative.
 - Quasi-judicial
 - Staff presentation: Josh Olhava, Associate Planner
4. Resolution No. 2014-62 – A Resolution of the Windsor Town Board approving the final subdivision plat for the Brunner Farm Subdivision, Tenth Filing in the Town of Windsor, Colorado – Cary St. Onge, Windsor CAS, LLC, applicant; Mary B. Wohnrade, Wohnrade Civil Engineers, Inc., applicant’s representative.
 - Quasi-judicial
 - Staff presentation: Josh Olhava, Associate Planner
5. Great Western Trail Authority Presentation and Request
 - Presentation: Tom Jones, Great Western Trail Authority
6. Approval of TIGER V Railroad Quiet Zone Grant
 - Legislative action
 - Staff presentation: Kelly Arnold, Town Manager
7. Approval of FHU Contract
 - Legislative action
 - Staff presentation: Kelly Arnold, Town Manager
8. Resolution No. 2014-63 – A Resolution recognizing Colorado Cities and Towns Week, October 20-26th, 2014

- Staff presentation: Kelly Unger, Management Assistant

D. COMMUNICATIONS

1. Communications from the Town Attorney
2. Communications from Town Staff
3. Communications from the Town Manager
4. Communications from Town Board Members

E. ADJOURN

Proclamation

- Whereas,* change is inevitable and affects all cities, towns, counties, and other places; and
- Whereas,* community planning and plans can help manage change in a way that provides better choices for citizens' living, working and leisure environments; and
- Whereas,* community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their individual communities; and
- Whereas,* the full benefits of planning requires public officials and citizens who understand, support and demand excellence in planning and plan implementation; and
- Whereas,* the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and
- Whereas,* the celebration of National Community Planning Month provides an opportunity to recognize the participation and dedication of members of planning commissions and other citizens who have contributed their time and expertise to the improvement of their communities;

NOW, THEREFORE, THE TOWN OF WINDSOR, COLORADO,
DOES HEREBY PROCLAIM OCTOBER 2014 AS

National Community Planning Month

IN RECOGNITION OF WINDSOR'S DEDICATION AND COMMITMENT TO COMMUNITY PLANNING

Dated this 13th day of October, 2014

Mayor

Ms. Melendez reported that tomorrow (9/23/14) is the Windsor Business Expo from 2-7 pm at the Windsor Community Recreation Center. Also, in August the Chamber hosted the New Teachers Breakfast Wrap-Up which welcomes all of the new teachers for the upcoming school year.

- Town Board Member Rose – Clearview Library Board
No report - absent
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission
Mr. Bishop-Cotner noted that Planning Commission heard a Weld County referral to expand the Musket Corporation transloading facility as well as the site plan for Schlumberger Lift Solutions case which the Town Board is hearing tonight.
- Town Board Member Adams – Poudre River Trail Corridor Board; Tree Board
Mr. Adams stated the Tree Board meeting is tomorrow (9/23/14) at 5 pm and that the Poudre River Trail Corridor Board meets the first Thursday of October.
- Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO
Mayor Vazquez reported that he has no report for the Windsor Housing Authority and that Mayor Pro Tem Baker attended the last North Front Range/MPO meeting on the Mayor's behalf and gave that report at the last meeting.

5. Public Invited to be Heard

Mayor Vazquez opened the meeting for public comment.

Terri Richter, 2057 Arroyo Court, stated she is in attendance along with the majority of the audience to plea and beg the Town Board to enforce tighter restrictions to the oil and gas industry. Great Western Oil and Gas is moving in next to her neighborhood and she has heard there are several more oil and gas companies on their way to this area. Ms. Richter stated that she hopes since the Town of Windsor is home rule municipality that tighter restrictions could be enforced including extending the 500' distance requirement for residential areas, 500' is not far enough away. She is concerned about health effects of industry on residents living close to these sites. Ms. Richter spoke to Great Western representative and she told him that she likes to sleep with the windows open at night and his response was to get an air conditioner. Her other concern is that Great Western has no pipeline so with 30 wells operating over the next 20 to 30 years there will be a large amount of trucks coming down the road. Ms. Richter asked for help so that their neighborhood does not become a pin cushion.

Mayor Vazquez stated that this is not the first time the Town Board has heard this request. Colorado has limitations on municipalities on how oil and gas development occurs. Colorado is a right to mine state which means mining is a protected constitutional right. The problem is the relationship between oil and gas companies and surface users has always been a confrontational existence. With the increased technology directional drilling has been revolutionary. The Town of Windsor over that past several years has become very involved including creating a local designee for when applications are submitted to the state. Before this change access, hours of process, screening, etc. were items that were decided before the Town ever saw the paperwork. The Town has spent a lot of time working with the industry to ensure they are not allowed near schools, parks, or neighborhoods. Great Western has been a good partner to date but this piece of property could test this relationship. The Town asks the industry to go above industry standards to which they have done in the past but we don't know what is going to happen with this particular piece of property. This is the first time the Town of Windsor has been in this position of an enclave annexation. The Town is hoping to beat the permit process so they can put them through the Conditional Use Permit process. Mayor Vazquez appreciates this issue with this property and is hoping Great Western steps up and becomes a partner and collaborates with the Town and the neighborhood. The Town Board is working very hard on behalf of Bison Ridge and what is happening with Great Western. He also recommends talking to state officials as well.

Ms. Richter stated she hopes traffic on County Road 13 can be contained as it is residential. Mayor Vazquez answered they are working on a pipeline system that will hopefully alleviate that issue.

Mayor Vazquez stated we need to find a way to co-exist. Ms. Richter stated to let them know what they can do.

Don Pierce, 8668 Blackwood Drive, stated he appreciated the Mayor's comments. There are hundreds of homeowners on each side of this property that their homes are worth \$500,000 to \$700,000 each and are concerned with air quality and environment. Mr. Pierce doesn't think we can change the setback requirements but wanted to know if there is a possibility that the Town Board can ask the commission to wait to have the permits not issued for this area until the commission has issued some recommendations. Mayor Vazquez answered that there is nothing the Town of Windsor can do to delay a permit application. Town Manager Arnold stated that he has not heard that it can be done. Mayor Vazquez said he is not sure what the backlog at the state is which is why this is a race. If the Town can get the annexation completed they will have to go through the Conditional Use Grant process. It is out of the Town's control and is up to the industry with how they want to move forward in Windsor.

Nicholas Luca, 1227 Walnut Street, asked for more time and effort on this. Mr. Luca talked to state director of department of health who stated no health studies done to the effects immediate to these sites. The Director's department is doing audits about once every five years. Mr. Luca asked the Town Board to commission a health study using the funds received from the oil and gas industry. Specifically a study for health effects of those that live near the sites. He asked if the Town could request quotes for pricing to conduct some sort of health study for the air in the community. This would help make us feel safe and keep citizens in Windsor. Mr. Luca stated development will happen and no one knows the true impacts of the industry.

Dale Agan 5973 Woodcliffe Drive, lives within 1,500 feet of where a well has been drilled and states it has been ongoing for several months and it isn't pleasant. When they are drilling they feel vibration and pictures rattle on the walls. County Road 13 is getting really bad because of all the truck traffic. Citizens are concerned regarding the aesthetics; we don't want to become another Greeley. Mr. Agan asked if the majority of citizens spoke out through a referendum would this public opinion give the Town Board more weight in their discussions. Mayor Vazquez stated that it would take a statewide ballot initiative to make any change since this is constitutional. Mr. Agan asked if the town can help with environmental issues. He would like to keep rigs away from our community some way.

Johnathan Awatt, Highland Meadows, stated the mineral lease gives the leaseholder the ability to drill and extract. There has been talk of air and environmental concerns but it would make sense to look into the noise as fracking is very loud. Could the Town set up an ordinance that would address this and make these operations cease and desist. These companies have a right to drill but are limited to fix what is damaged such as roads.

Desiree Luca, 1227 Walnut Street, asked if the Town of Windsor opens the Conditional Use Grant to public comment. She also asked if Great Western will provide a meeting for Bison Ridge. Mayor Vazquez stated if they go through the Conditional Use Grant process then yes there would be public comment. If the process is through Larimer County then Windsor serves as a referral.

Paul Ehni, 2058 Arroyo Court, feels that it continues to be a secretive industry in their mind. Mr. Ehni states that they are in the neighborhoods working and the residents have not been notified on what they are doing. He wants to know what kind of power they have to request information from Great Western. He called Larimer County designee and was told there was nothing they can do. Mr. Ehni asked what determines how it gets landscaped, is it the individual company. Mayor Vazquez stated that yes it is the companies and they have often gone above what is requested by the Town. He said that the industry has never told us to date that anything we have requested is unreasonable. Mayor Vazquez noted the Town of Windsor website and information located regarding well heads in GMA.

Terri Richter spoke again stating she talked with Great Western and asked them that due to damage to the homes what can be done. Per Great Western they have a huge insurance policy to pay for damages they

may cause. Great Western states they have to prove they did the damage in order to receive funds. Ms. Richter asked regarding fracking that she has heard that fracking fluid is dangerous. Mayor Vazquez noted what was in the fluid and stated that he believes it is not dangerous.

Bob Howard, 5856 Stone Chase Drive, asked about hours of operation for these wells. The site is surrounded on three sides by residential neighborhoods and he can hear and see the operations from his home. Mr. Howard asked if there is any way to control the time of these operations. He also noted the condition of County Road 13 and that it has deteriorated. This Sunday morning he observed approximately 15 tractor trailers all in a row on the road and traffic halted during the operations. Mayor Vazquez stated drilling operations are 24/7 as the rigs cannot be shut down and restarted. This is why the Town asks for the additional screening and light. Mr. Howard asked about the timing for annexation. Per Town Attorney McCargar the newspaper notice has been sent to newspaper and should be published this week in the Greeley Tribune. The process cannot start for 30 days after the publication. The first reading will be at the October 13, 2014 meeting and the second reading will be October 27, 2014.

Mayor Vazquez thanked the citizens that attended and understands that they want to protect their investments.

B. CONSENT CALENDAR

1. Minutes of the September 8, 2014 Regular Town Board Meeting – B. Roome
2. Resolution No. 2014-55 - A Resolution Approving An Intergovernmental Agreement Between The Town Of Windsor And The RainDance Metropolitan District Nos.1-4 – I. McCargar

Mr. Bishop-Cotner motioned to approve the Consent Calendar as presented; Mr. Adams seconded the motion. Roll call on the vote resulted as follows: Yeas – Bishop-Cotner, Morgan, Melendez, Adams, Vazquez Nays – None; Motion passed.

C. BOARD ACTION

1. Resolution No. 2014-56 – A Resolution Making Certain Findings of Fact Concerning the Harmony Ridge Annexation to the Town of Windsor, Colorado, Determining Substantial Compliance with Section 31-12-101, C.R.S. “The Municipal Annexation Act of 1965”; and Establishing Dates for Public Hearings before the Planning Commission and the Town Board of the Town of Windsor, Colorado with Regard to the Harmony Ridge Annexation
 - Legislative action
 - Staff presentation: Joseph P. Plummer, AICP, Director of Planning

Mr. Bishop-Cotner motioned to approve Resolution No. 2014-56; Ms. Melendez seconded the motion.

Mr. Plummer stated that this resolution establishes the public hearings for the Harmony Ridge annexation. He noted the location and subject properties. There is a statutory requirement to establish the dates for Planning Commission and Town Board. Per Mr. Plummer staff recommends approval as presented.

Roll call on the vote resulted as follows: Yeas – Bishop-Cotner, Morgan, Melendez, Adams, Vazquez; Nays – None; Motion passed.

2. Site Plan Presentation – Great Western Industrial Park, Ninth Filing, Lot 2 Site Plan (Schlumberger Lift Solutions, 31660 Great Western Drive) – Schlumberger Lift Solutions, LLC, applicant / Michael Bray, dcb Construction Company, applicant’s representative – P. Hornbeck
 - Staff presentation: Paul Hornbeck, Associate Planner

Mr. Hornbeck stated that this is a site plan presentation and comments will be taken on the project.

A summary of the project per Mr. Hornbeck:

The applicant, Schlumberger Lift Solutions, LLC, represented by Mr. Michael Bray, DCB Construction Company, is proposing to construct a new building in the Heavy Industrial (I-H) zoning district in the Great Western Industrial Park Subdivision, located at 31660 Great Western Drive. Site characteristics include: 17.8 acres in size; approximately 14, 440 square foot metal building; approximately 13 acre outdoor storage yard; 34 off street parking spaces, including two ADA accessible parking spaces; and an irrigated landscaped area of approximately 6% of the total site and 23% of the developed portion of the site.

Per Mr. Hornbeck, there is no recommendation as this item is for presentation purposes.

Mayor Vazquez inquired about the landscaping to clarify exactly how much area will be landscaped. Mr. Hornbeck stated that they will landscape approximately 6% of the entire site. The Town usually requires 15% but with such a large area that would have meant about 2 acres of landscaping which was determined to be too much.

Mayor Vazquez stated that looking at elevations it is mono-material and he recalls that there are requirements for steel construction to have additional features. Mr. Plummer stated that a masonry wainscoting element is required for buildings in limited industrial parks and this is a general industrial park with different requirements.

Mayor Vazquez would like to have a better understanding of the traffic impact on these site plans. How is our infrastructure capacity and it would be good to have a conversation about how we move forward. This is not particular to this site plan and Schlumberger in particular but it is part of the Great Western industrial park. Town Manager Arnold stated that they did not include assessed road impact fees as incentives for this Schlumberger development so the Town will collect those fees. This fee is more volume based than heavy truck impact. The question is does the Town Board want to review developments like this or is this about a general issue with increased traffic. The Town has looked at other models in the region and could meet with Town Board and discuss ideas and brainstorm. This could happen either as a group in a work session or meet with staff with small groups. Mayor Vazquez stated that this is the third site plan this year but thinks this is the time to have this conversation and make some decisions in moving forward. Mr. Morgan asked when was the last time the Town of Windsor had a traffic study done. Mr. Arnold stated that no but generally the Town knows where the trucks specific to a development will be going. Mayor Vazquez replied it would be best to do this in an informal meeting. Mr. Arnold will set up a meeting on a Friday to meet. Ms. Melendez asked to look at this at a macro-level to include Bison Ridge, etc. Mayor Vazquez stated that County Road 15 and Harmony Road gets brought up at Coffee with the Mayor.

3. Resolution No. 2014-57 – A Resolution of the Windsor Town Board Approving and Adopting the 2014-2016 Town of Windsor Strategic Plan
 - Staff presentation: Kelly Arnold, Town Manager

Mr. Bishop-Cotner motioned to approve Resolution No. 2014-57; Mr. Morgan seconded the motion.

Mr. Arnold told the Town Board congratulations as you are at the end of your journey. He talked about a journey and how you get there and your accomplishments along the way and you end with the document that has been created. Mr. Arnold stated if the Town Board feel that this is a plan that they are willing to support and fund then we will move forward over the next two years.

Gregg Piburn, Leaders Edge Consulting, stated that the responsibility of any Board or Council is to be at the 30,000 foot level and try to help create clear pictures of a desired future and believes that they Town Board has achieved that. He feels that this plan is doable, actionable and relevant.

Roll call on the vote resulted as follows: Yeas – Bishop-Cotner, Morgan, Melendez, Adams, Vazquez; Nays – None; Motion passed.

4. August Financial Report
 - Staff presentation: Dean Moyer, Director of Finance

Mr. Moyer reported:

The Town recorded the highest gross sales tax collection for the single month of August on record at \$579,423. August 2014 year-to-date gross sales tax increased 20.29% over August 2013. Construction use tax through August is at 55.22% of the annual budget at \$966,262. Year-to-date total revenue through August exceeded expenditures by roughly \$1M. Ideally through the eighth month of the year you would like to see 67% collection rate on your annual budget number. We have reached that benchmark in two of the three tax categories and are very close on the third. At this point last year we had collected \$3.9M in property taxes, or 95.8% of the annual budget. We are on the exact pace this year.

Single Family Residential (SFR) building permits total 176 through August. This is down from the August 2013 number of 270. 22 business licenses were issued in August, 14 of which were sales tax vendors. Construction use tax is below our required monthly collection for the sixth month this year. We issued 17 SFR permits in the month of August. Through eight months in 2014 we are averaging 22 SFR permits per month. Through August 2013 we averaged 33.75 SFR permits per month.

We budgeted \$6M in sales tax for 2014, making our average monthly collection requirement \$500,000. We were above that mark for the seventh month out of eight for this year. In January we received a large "outlier" payment from a local manufacturer of \$319,175. Reducing January's collection by this amount down to \$891,348, through the first eight months of 2014 we are averaging \$627,321 in collections per month. If we maintain this average through the end of the year, we will come in at \$7.5-\$7.8 in collections. Through August we have collected \$5.3M in sales tax. This is roughly \$900,000 higher than through August 2013.

The general fund operations are right at the budget benchmark as we finish the summer season. As one would expect through August, operations connected with community events and aquatics have almost completed their entire budget. Finance is slightly ahead of the benchmark due to contract payments made to sales tax auditors. Economic Development is ahead of the pace due to annual payments for memberships being made early in the year. Our monthly budgeted total expenditures equal \$3,228,884. In August we collected \$2,331,616 in total revenue. The chart on the right reflects our actual results through August. August YTD revenue total exceeded expenditures by roughly \$1M, which was expected due to summer.

Mayor Vazquez asked for clarification on the capital total and wondered why it was only at 52%. Mr. Moyer stated that this is caused by outstanding invoices and projects wrapping up including two very large projects that have large payments forthcoming.

D. COMMUNICATIONS

1. Communications from the Town Attorney
Mr. McCargar noted that the newspaper notification has been sent to the Greely Tribune so the clock starts running on the forced annexation as soon as that is published. Ms. Garcia is still waiting to hear back from them for the publication date.
2. Communications from Town Staff
Mr. Wagner reported that the roundabout at Eastman Park Drive and Water Valley Parkway is done and it took just under three months to complete, one month ahead of schedule.

3. Communications from the Town Manager

Mr. Arnold noted the monthly Northern Integrated Supply Project (NISP) report in the packet. He anticipates that the technical report should be out for January of 2015. At that time the final review will be done publicly of the draft supplement EIS. After that is complete then the permitting process moves forward. Last week the NISP group met and decided to fund it at a higher level that was talked about in August at the capital meeting. Next year the engineer of record will be announced which is a big step. Last, they might possibly purchase property for this.

This Friday (9/26/14) Mr. Arnold and Mr. Wagner are meeting with a group that came out of the water treatment plant feasibility study. The agenda is legal counsel coming up from Denver that is knowledgeable about water and how to establish an authority. Also on the agenda is an update from the 3 largest water providers in the group (Loveland, Fort Collins/Loveland Water District, North Weld) and have them share about where they are and their planning process. These three are at the table now but we don't know what they are thinking.

Mayor Vazquez asked about a Peaking Plant and being able to expand service into the south part of town through the Fort Collins Water District. Mr. Arnold will bring this to the group.

Tomorrow (9/23/14) is the next meeting of the group that is talking about Kodak redevelopment. This is a smaller group that includes Kodak, CareStream, Great Western Development, Weld County and the Town of Windsor.

Mr. Arnold discussed a HB1371 meeting being set up by Chris Woodruff that is searching for alternatives.

4. Communications from Town Board Members

Ms. Melendez stated that Mayor Brookshire has made a request to meet with the Windsor Town Board. It was discussed to maybe add the County Commissioners as well.

D. ADJOURN

Mr. Bishop-Cotner made a motion to adjourn the meeting; Ms. Melendez seconded the motion. Roll call on the vote resulted as follows: Yeas – Bishop-Cotner, Morgan, Melendez, Adams, Vazquez; Nays – None; Motion passed.

The Regular Meeting was adjourned at 8:42 p.m.



Bruce Roome, Deputy Town Clerk



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Regular meeting materials, October 13, 2014
From: Ian D. McCargar, Town Attorney
Re: Law Basin Master Drainage Channel Easement (GWIP 7th Filing)
Item #: B.2

Background / Discussion:

In accordance with the requirements of the various annexation and subdivision approvals in the Great Western Industrial Park ("GWIP"), the Town and Broe Land Acquisitions, II, LLC have negotiated the attached Easement and Right-Of-Way Agreement for Storm Water Drainage Facility. This easement agreement grants the Town the legal ability to place a significant storm water drainage facility within the land area known as "Great Western Industrial Park Subdivision Seventh Filing".

This easement agreement is a bit unique, as it recognizes the land owner's past rail improvements and future rail improvement plans. Ordinarily, an easement prohibits the land owner from laying obstructions across the easement area. In this case, the easement allows for past and future rail improvements across the easement area, but allocates cost-sharing for necessary re-design and construction in fairly specific terms. The Town will bear some expense for existing rail improvements within the easement area, but that expense is offset by some cost savings brought about by the demolition of some Kodak buildings. The Town will also bear some expense for future rail improvements within the easement area, but the land owner will share in those expenses to a degree. In general, the easement language is acceptable and will enable us to install the Law Basin Master Drainage Channel when funds permit.

It should be noted that there is some chance that the Master Drainage Channel will be relocated to accommodate development in GWIP, but those plans have yet to be presented. If that occurs, this easement will be vacated, and a substitute will be established.

Financial Impact: None at this time.

Relationship to Strategic Plan: Develop and maintain effective infrastructure.

Recommendation: Approve attached Resolution Approving An Easement and Right-Of-Way Agreement for Storm Water Drainage Facility Between the Town of Windsor and Broe Land Acquisitions II, LLC, And Authorizing The Mayor To Execute Same

Attachments:

- Resolution Approving An Between the Town of Windsor and Broe Land Acquisitions li, LLC, And Authorizing The Mayor To Execute Same
- Easement and Right-Of-Way Agreement for Storm Water Drainage Facility

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2014-58

A RESOLUTION APPROVING AN EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR STORM WATER DRAINAGE FACILITY BETWEEN THE TOWN OF WINDSOR AND BROE LAND ACQUISITIONS II, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority provided by Colorado law; and

WHEREAS, in 2009, the Town and the major land owner within the Great Western Industrial Park cooperated in the re-design a major storm water drainage project known as the “Law Basin Master Drainage Channel” (“LBMDC”); and

WHEREAS, portions of the LBMDC are proposed for areas within the Great Western Industrial Park, although no storm water structures have been built or funded at this time; and

WHEREAS, each of the annexations and subdivisions that make up the Great Western Industrial Park have called for the property owner to dedicate easements for the designed location of the storm water drainage facilities; and

WHEREAS, the Town and Broe Land Acquisitions, II, LLC (“Broe”) have undertaken extensive negotiations with respect to the LBMDC easement within what is known as the Great Western Industrial Park Subdivision Seventh Filing; and

WHEREAS, as a result of these negotiations, the parties have arrived at the attached Easement and Right-Of-Way Agreement for Storm Water Drainage Facility (“Easement Agreement”), the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Attorney has reviewed and recommended approval of the Easement Agreement; and

WHEREAS, the Town Board has reviewed the Easement Agreement and given due consideration to its terms; and

WHEREAS, the Town Board desires to approve the Easement Agreement and authorize the Mayor to execute it on the Town’s behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The attached Easement and Right-Of-Way Agreement for Storm Water Drainage Facility is hereby approved.
2. The Mayor is authorized to execute the said Agreement on the Town's behalf.
3. The Town Attorney is authorized to make such revisions and modifications as are necessary to assure compliance with this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

When recorded, return to:
Patti Garcia, Town Clerk
Town of Windsor, Colorado
301 Walnut Street
Windsor, Colorado 80550

EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR STORM WATER DRAINAGE FACILITY

This Easement and Right-of-Way Agreement for Storm Water Drainage Facility (this “**Agreement**”), is made and entered this 13th day of October, 2014 by and between Broe Land Acquisitions II, LLC, a Colorado limited liability company (the “**Grantor**”), and the TOWN OF WINDSOR, COLORADO, a home rule municipality (the “**Grantee**”).

WITNESSETH:

1. For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement and permanent right to enter, re-enter, occupy and use the easement area depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”), to construct, maintain, repair, replace, reconstruct and operate one or more storm water drainage facilities, and related infrastructure, for the transmission of storm water run-off, including underground and surface appurtenances related thereto (collectively “**Storm Water Drainage Facilities**”), over, across, under and upon the Easement Area (the “**Easement**”). Grantee shall not use the Easement Area for any other use or purpose without Grantor’s prior written consent.

2. Grantor further grants to Grantee:

(a) The right of ingress to and egress from the Easement Area; provided, however, that if any portion of said land is or shall be subdivided, and/or if dedicated roads or highways on such portion or elsewhere shall extend to the Easement Area, then said right of ingress and egress shall be confined to such dedicated roads and highways.

(b) The right from time to time to improve, reconstruct, relocate, and replace the Storm Water Drainage Facilities, either in the original location or at an alternate location within the Easement Area, as approved by the Grantor.

(c) The right to install, maintain and use gates through all fences which now cross or shall hereafter cross the Easement Area.

(d) The right to mark the location of underground Storm Water Drainage Facilities within the Easement Area by suitable markers set in the ground, provided that said markers shall be placed in locations which shall not interfere with Grantor’s use of the Easement Area.

3. Grantor hereby expressly disclaims any warranty of title with respect to the Easement Area. Grantee acknowledges that the Easement is being granted to Grantee on a QUITCLAIM basis, and that Grantee is relying on its own investigations as to the adequacy of title to the Easement Area for its use hereunder.

4. Grantor reserves the right to use the Easement Area for any and all lawful purposes which shall not unreasonably interfere with or endanger the Storm Water Drainage Facilities or Grantee's use of any of the rights herein granted. Following Grantee's installation of Storm Water Drainage Facilities in the Easement Area, if Grantor's activities within the Easement Area damage any such Storm Water Drainage Facilities, then the cost to repair such damage shall be Grantor's responsibility.

5. Subject to the provisions of this paragraph, Grantor agrees not to take any of the following actions within the Easement Area unless, in each case, otherwise agreed to in writing by Grantee, with Grantee's consent not to be unreasonably withheld, conditioned or delayed: (i) erect or construct any building or other structure (excluding rail improvements and crossings as further provided below), (ii) drill or operate any well, (iii) construct any reservoir or other drainage obstruction, (iv) make any changes to the grade of the Easement Area that would adversely impact the Storm Water Drainage Facilities located within the Easement Area, or (v) grant any other easements or rights of way within the Easement Area to any party other than Grantee, provided however, that Grantor may grant any easement or right of way for utilities to a third party, so long as such utilities easement or right of way does not interfere with the operation of the Storm Water Drainage Facilities. Notwithstanding the foregoing, the parties acknowledge and agree that Grantor and/or its affiliates have constructed and installed (or have caused the construction and installation of) and/or shall have the right to construct and install (or cause the construction and installation of) certain rail improvements, including without limitation, rail track and rail crossings, within the Easement Area as depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Permitted Rail Improvements**"). Permitted Rail Improvements constructed and installed as of the date of this Agreement, as depicted on **Exhibit B**, are referred to herein as the "**Existing Rail Improvements**" and Permitted Rail Improvements constructed and installed after the date of this Agreement, as generally depicted on **Exhibit B**, are referred to herein as the "**Future Rail Improvements**;" provided, however, the parties acknowledge that the final locations and final alignments of the Future Rail Improvements as depicted on **Exhibit B** may vary from such locations and alignments as depicted due to engineering and site considerations.

6. Grantor shall bear the expense of any revisions (including engineering and design) to the October 2009 Law Basin Master Drainage Channel Plans with respect to the Existing Rail Improvements (the "**Existing Rail Drainage Design Changes**"). Grantor shall not bear any expense for the implementation of the Existing Rail Drainage Design Changes in connection with the construction and/or installation of any Storm Water Drainage Facilities, whether such Storm Water Drainage Facilities are constructed and installed as of the date of this Agreement or after the date of this Agreement (collectively, the "**Existing Rail Drainage Implementation Costs**"), and Grantee shall bear all expenses relating to the Existing Rail Drainage Implementation Costs and any maintenance, repair, removal and/or replacement of such Storm Water Drainage Improvements.

7. Grantor shall provide Grantee with no less than sixty (60) days' advance written notice of Grantor's intention to commence construction of all or any portion of the Future Rail Improvements. Grantor shall bear the expense of any revisions (including engineering, design, feasibility and approvals) to the October 2009 Law Basin Master Drainage Channel Plans with respect to the Future Rail Improvements (the "**Future Rail Drainage Design Changes**"). With respect to expenses associated with the implementation of the Future Rail Drainage Design Changes, if such Future Rail Drainage Design Changes incorporate any existing or future Storm Water Drainage Facilities, the construction and/or installation of which Grantor has no obligation to fund under paragraph 6 above, Grantor shall bear only the portion of the expenses to construct and/or install the Storm Water Drainage Facilities implementing such Future Rail Drainage Design Changes that exceed the Existing Rail Drainage Implementation Costs relating to such incorporated existing or future Storm Water Drainage Facilities (the "**Future Rail Drainage Implementation Costs**"). Notwithstanding the foregoing, Grantor's obligation to pay any Future Rail Drainage Implementation Costs shall be subject to (a) Grantee's delivery to Grantor, not later than fifteen (15) days prior to contract award, of all bids obtained by Grantee for construction of the applicable Storm Water Drainage Facilities relating to such Future Rail Drainage Implementation Costs (provided that Grantor shall have no approval rights with respect to the selection of the successful bid); (b) the engineered design of the Future Rail Drainage Design Changes being commercially reasonable and generally consistent with Storm Water Drainage Facilities constructed in the State of Colorado under similar circumstances; and (c) Grantee's right to audit Grantor's books and records, upon reasonable notice and during regular business hour of Grantee, with respect to the construction of the applicable Storm Water Drainage Facilities relating to such Future Rail Drainage Implementation Costs.

8. Except as set forth in paragraphs 6 and 7 above, Grantor shall bear no expense relating to (a) the implementation of any Existing Rail Drainage Design Changes and/or any Future Rail Drainage Design Changes; and/or (b) the construction, installation, maintenance, repair, removal and/or replacement of any Storm Water Drainage Facilities.

9. Grantee shall bear no expense associated with rail crossings over any Storm Water Drainage Facilities within the Easement Area, whether such Storm Water Drainage Facilities are presently in place or are contemplated in storm water drainage facility designs now or in the future adopted by the Grantee. Notwithstanding the foregoing, Grantee shall be solely responsible for any damages to any rail track or rail crossing caused by its construction, installation or maintenance of the Storm Water Drainage Facilities. With respect to its installation of any Storm Water Drainage Facilities (whether or not associated with the October 2009 Law Basin Master Drainage Channel Plans), if the design aligns with drainage culverts and structures that cross rail infrastructure as of the date of this Agreement ("**Existing Drainage Improvements**") such that the alignment of the new Storm Water Drainage Facilities would be in close proximity to Existing Drainage Improvements, then Grantee shall remove such Existing Drainage Improvements and replace them with the new Storm Water Drainage Facilities, as opposed to establishing new rail crossings, so long as such removal and replacement does not negatively impact rail infrastructure or rail operations in any way. Grantor shall cooperate in good faith with Grantee's efforts to identify the Existing Drainage Improvements and to schedule the construction of any removal and replacement of such Existing Drainage Improvements with new Storm Water Drainage Facilities.

10. Grantee shall present to Grantor for reference copies of all plans, specifications, drawings and final as-builts for any and all construction to be undertaken within the Easement Area. Grantee acknowledges that construction located within fifteen (15) feet of the rail track may require structural shoring or other special construction techniques to safeguard the construction and the rail track. Grantee shall cross rail tracks only at crossing locations established for vehicle crossing. Grantee shall notify Grantor in writing when any work is necessary in the Easement Area that is within fifteen (15) feet of rail tracks. Any such work shall not be undertaken until Grantee has so notified Grantor, and Grantee hereby explicitly assumes the risk, at its sole cost and expense, of any such work.

11. Grantee shall conduct all activities on and about the Easement Area in accordance with all applicable laws. All construction, maintenance, replacement and repair work performed by Grantee on or in the Easement Area shall be in a manner and with such safeguards as are reasonably necessary to avoid any personal injury or property damage. Grantee shall keep the Easement Area free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee. Grantee, at its sole cost and expense, shall maintain and keep the Easement Area free of weeds, debris and litter. Neither Grantee nor any of its agents, employees, representatives and contractors shall cause or permit any toxic substances in amounts prohibited by law or hazardous to human health and safety to be generated, refined, transported, treated, stored, handled, disposed of or placed upon any portion of the Easement Area.

12. Grantee currently maintains insurance coverage through the Colorado Intergovernmental Risk Sharing Agency (CIRSA), with coverage and limits consistent with those of other municipal governments participating in such insurance pool. Concurrently with the execution of this Agreement, and prior to commencing any work within the Easement Area pursuant to this Agreement, Grantee shall provide Grantor with proof of such insurance. Grantee shall maintain such insurance at all times during the term of this Agreement. The insurance shall name Grantor as an additional insured on Grantee's general liability policy, and coverage shall extend to Grantor, its officers, agents, employees, and representatives.

13. Miscellaneous.

(a) Whenever used herein, the singular number shall include the plural and the plural the singular. The use of any gender shall be applicable to all genders.

(b) The terms, conditions, covenants and agreements of this Agreement shall be construed as covenants touching and concerning, running with and appurtenant to the Easement Area. All of the covenants contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

*[Balance of Page Intentionally Left Blank.
Signatures Appear on Following Page.]*

IT WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first written above.

Grantor:

Grantee:

Broe Land Acquisitions II, LLC, a Colorado limited liability company

THE TOWN OF WINDSOR, COLORADO

By: _____

By: _____

Name: _____

John S. Vazquez, Mayor

Title: _____

Attest:

By: _____

Patti Garcia, Town Clerk

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2014, by as of Broe Land Acquisitions II, LLC, a Colorado limited liability company.

My commission expires: _____

Notary Public

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2014, by John S. Vazquez, as Mayor of the Town of Windsor, a home rule municipality.

My commission expires: _____

Notary Public

EXHIBIT A
(THE EASEMENT AREA)

(See attached)

PROPERTY DESCRIPTION

Master Drainage Channel

Master Drainage Channel Easement and Master Drainage Channel Access Easement

Several strips of land for easement purposes, being situate within Lot 5 of the Great Western Industrial Park Subdivision Seventh Filing, a subdivision located within the South Half of Section 26 and portions of Section Thirty-five (35), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), all in the Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 5 and assuming the West line of said Lot 5 as bearing North 00°04'37" West, a distance of 2559.31 feet with all other bearings contained herein relative thereto;

THENCE North 89°40'37" East along the North line of said Lot 5 a distance of 93.41 feet;
THENCE South 00°47'11" East a distance of 274.06 feet;
THENCE South 00°25'28" West a distance of 1235.35 feet;
THENCE South 00°22'12" East a distance of 663.23 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the East a distance of 133.55 feet, said curve has a Radius of 1150.00 feet, a Delta of 06°39'13" and is subtended by a Chord that bears South 03°41'48" East a distance of 133.47 feet to a Point of Tangency (PT);
THENCE South 07°01'25" East a distance of 119.92 feet to a PC;
THENCE along the arc of a curve concave to the West a distance of 141.43 feet, said curve has a Radius of 1250.00 feet, a Delta of 06°28'57" and is subtended by a Chord that bears South 03°46'56" East a distance of 141.35 feet to a PT;
THENCE South 00°32'28" East a distance of 375.39 feet to a PC;
THENCE along the arc of a curve concave to the Northwest a distance of 370.17 feet, said curve has a Radius of 1050.00 feet, a Delta of 20°11'58" and is subtended by a Chord that bears South 09°33'31" West a distance of 368.26 feet to the South line of Lot 5 of the Great Western Industrial Park Subdivision 7th Filing;
THENCE South 89°34'09" West along said South line a distance of 118.06 feet to the beginning point of a curve, non-tangent to this course;
THENCE along the arc of a curve concave to the Northwest a distance of 371.96 feet, said curve has a Radius of 940.00 feet, a Delta of 22°40'19" and is subtended by a Chord that bears North 10°47'42" East a distance of 369.54 feet to a PT;
THENCE North 00°32'28" West a distance of 74.01 feet to "POINT A";
THENCE North 00°25'01" West a distance of 62.22 feet;
THENCE North 00°00'39" West a distance of 100.16 feet;
THENCE North 01°59'25" West a distance of 41.97 feet;
THENCE North 00°32'28" West a distance of 97.05 feet to a PC;
THENCE along the arc of a curve concave to the West a distance of 128.98 feet, said curve has a Radius of 1140.00 feet, a Delta of 06°28'57" and is subtended by a Chord that bears North 03°46'56" West a distance of 128.91 feet to a PT;
THENCE North 07°01'25" West a distance of 119.92 feet to a PC;
THENCE along the arc of a curve concave to the East a distance of 146.32 feet, said curve has a Radius of 1260.00 feet, a Delta of 06°39'13" and is subtended by a Chord that bears North 03°41'48" West a distance of 146.24 feet to a PT;
THENCE North 00°22'12" West a distance of 663.99 feet;
THENCE North 00°25'28" East a distance of 1234.95 feet;
THENCE North 00°47'11" West a distance of 239.13 feet to the Northwesterly line of said Lot 5;
THENCE North 24°53'10" East along said Northwesterly line a distance of 38.30 feet to the **POINT OF BEGINNING**;

Said described parcel of land contains 364,182 Square Feet or 8.360 Acres, more or less (±).

Together with:

PROPERTY DESCRIPTION
Master Drainage Channel

Master Drainage Channel Easement and Master Drainage Channel Access Easement

Several strips of land for easement purposes, being situate within Lot 5 of the Great Western Industrial Park Subdivision Seventh Filing, a subdivision located within the South Half of Section 26 and portions of Section Thirty-five (35), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), all in the Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

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Said described parcel of land contains 364,182 Square Feet or 8.360 Acres, more or less (±).

Together with:

Master Drainage Channel Access Easement

BEGINNING at "POINT A";

THENCE South 00°32'28" East a distance of 55.26 feet to the beginning point of a curve, non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the Southwest a distance of 64.39 feet, said curve has a Radius of 56.00 feet, a Delta of 65°52'50" and is subtended by a Chord that bears North 55°08'40" West a distance of 60.90 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 116.74 feet, said curve has a Radius of 76.00 feet, a Delta of 88°00'28" and is subtended by a Chord that bears North 44°04'51" West a distance of 105.60 feet to a PT;
THENCE North 00°04'37" West a distance of 83.16 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 119.48 feet, said curve has a Radius of 76.00 feet, a Delta of 90°04'37" and is subtended by a Chord that bears North 44°57'42" East a distance of 107.55 feet to a PT;
THENCE North 90°00'00" East a distance of 13.66 feet to a PC;
THENCE along the arc of a curve concave to the Northwest a distance of 37.69 feet, said curve has a Radius of 36.00 feet, a Delta of 59°58'57" and is subtended by a Chord that bears North 60°00'31" East a distance of 35.99 feet to the end point of said curve;
THENCE South 00°32'28" East along a line non-tangent to the aforesaid curve a distance of 28.33 feet to the beginning point of a curve, non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the Northwest a distance of 33.38 feet, said curve has a Radius of 56.00 feet, a Delta of 34°09'12" and is subtended by a Chord that bears South 72°55'24" West a distance of 32.89 feet to a PT;
THENCE North 90°00'00" West a distance of 13.66 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 88.04 feet, said curve has a Radius of 56.00 feet, a Delta of 90°04'37" and is subtended by a Chord that bears South 44°57'42" West a distance of 79.25 feet to a PT;
THENCE South 00°04'37" East a distance of 83.16 feet to a PC;
THENCE along the arc of a curve concave to the Northeast a distance of 86.02 feet, said curve has a Radius of 56.00 feet, a Delta of 88°00'28" and is subtended by a Chord that bears South 44°04'51" East a distance of 77.81 feet to the end point of said curve;
THENCE North 89°27'32" East along a line non-tangent to the aforesaid curve a distance of 48.79 feet to the **POINT OF BEGINNING**;

Said described parcel of land contains 8,222 Square Feet or 0.189 Acres, more or less (±).

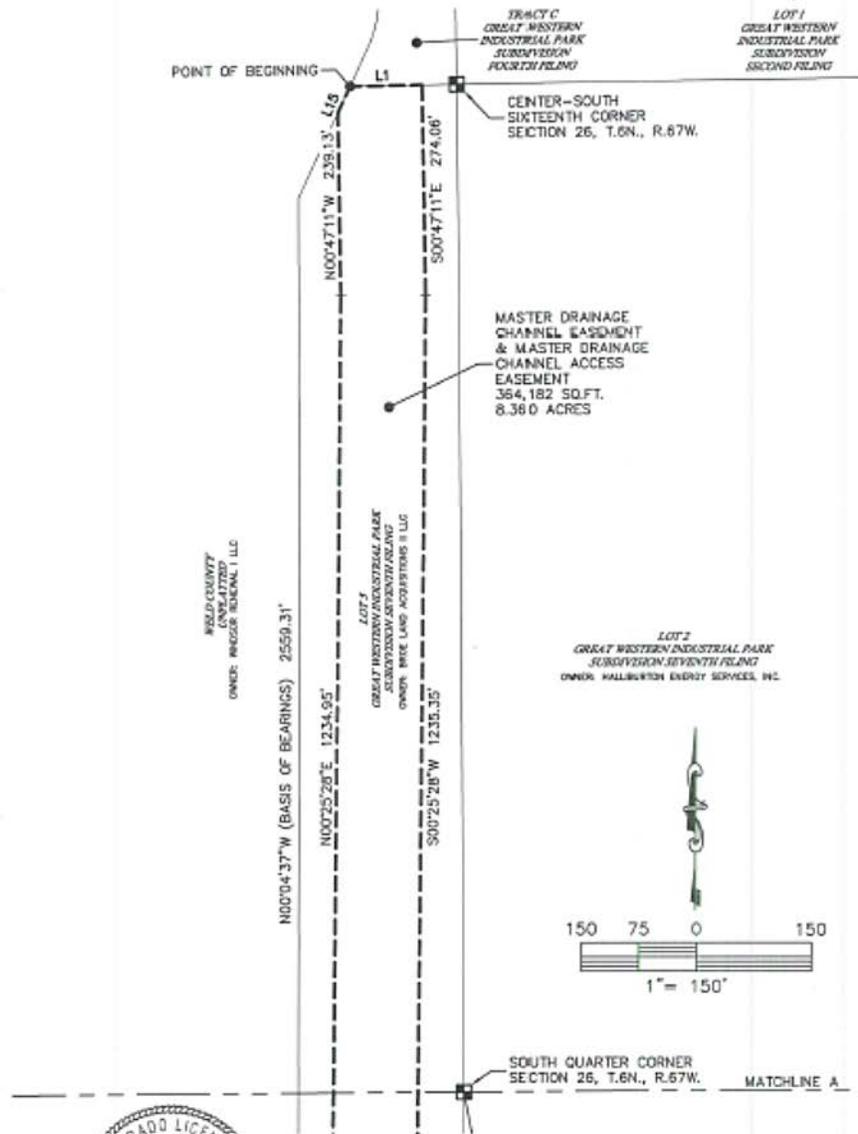
SURVEYORS STATEMENT

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven A. Lund - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



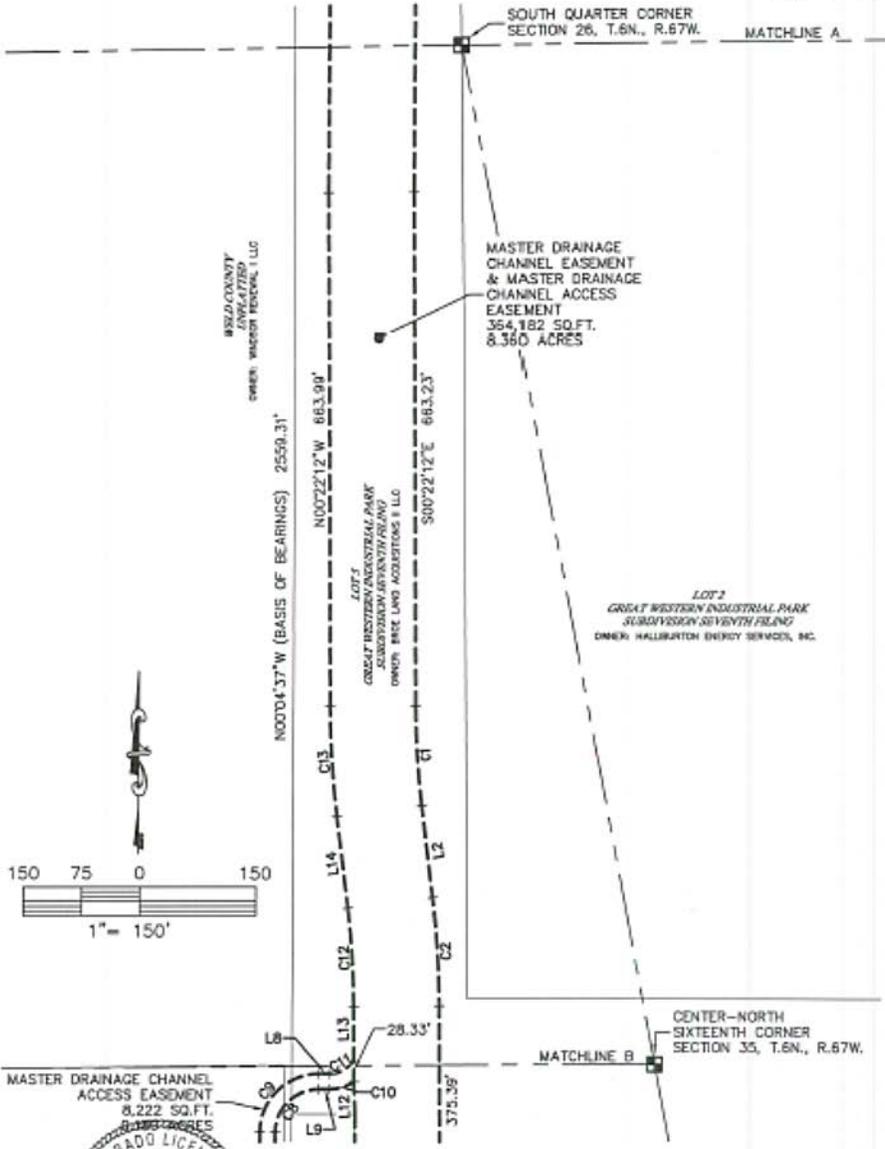
Steven A. Lund - On Behalf Of King Surveyors, Inc.
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Land Surveyor #34995

NOTE: This exhibit drawing is not intended to be a
monumented land survey. It's sole purpose is as a
graphic representation to aid in the visualization of
the written property description which it accompanies.
The written property description supersedes the
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phone: (970) 686-5011 | fax: (970) 686-5821
www.kingsurveyors.com

PROJECT NO: 2011541
DATE: 02-25-2013
CLIENT: GREAT WESTERN
DWG: 2011541EXH
DRAWN: EWL CHECKED: CSK



STEVEN A. LUND
 COLORADO LICENSED
 PROFESSIONAL LAND SURVEYOR
 34995

Steven A. Lund, on behalf of King Surveyors, Inc.
 Colorado Registered Professional
 Land Surveyor #34995

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Master Drainage Channel Access Easement

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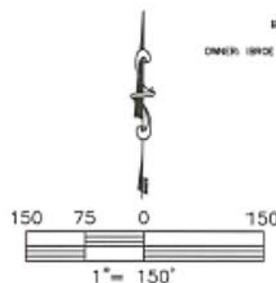
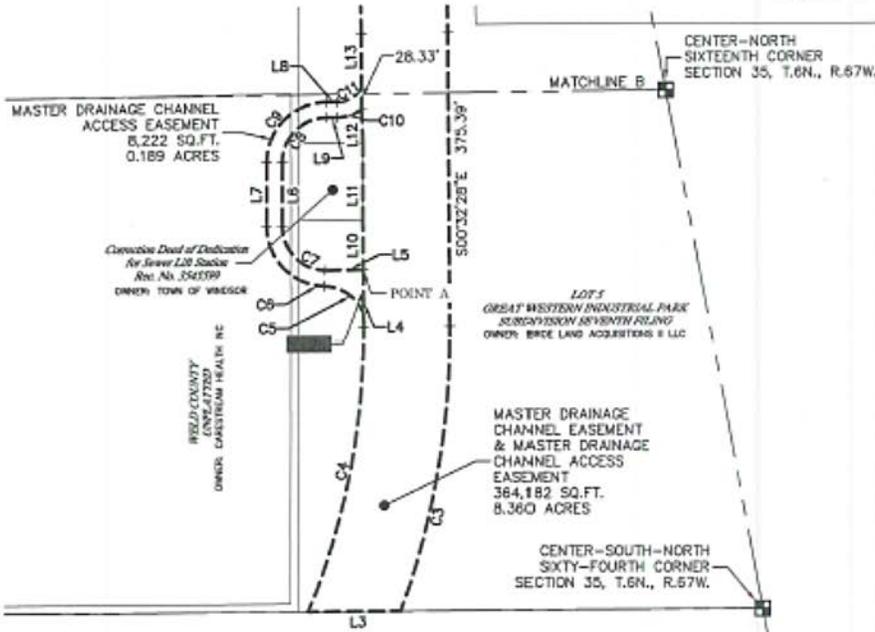
SURVEYORS STATEMENT

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven A. Lund - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

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650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



Steven A. Lund - **Surveyor** of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

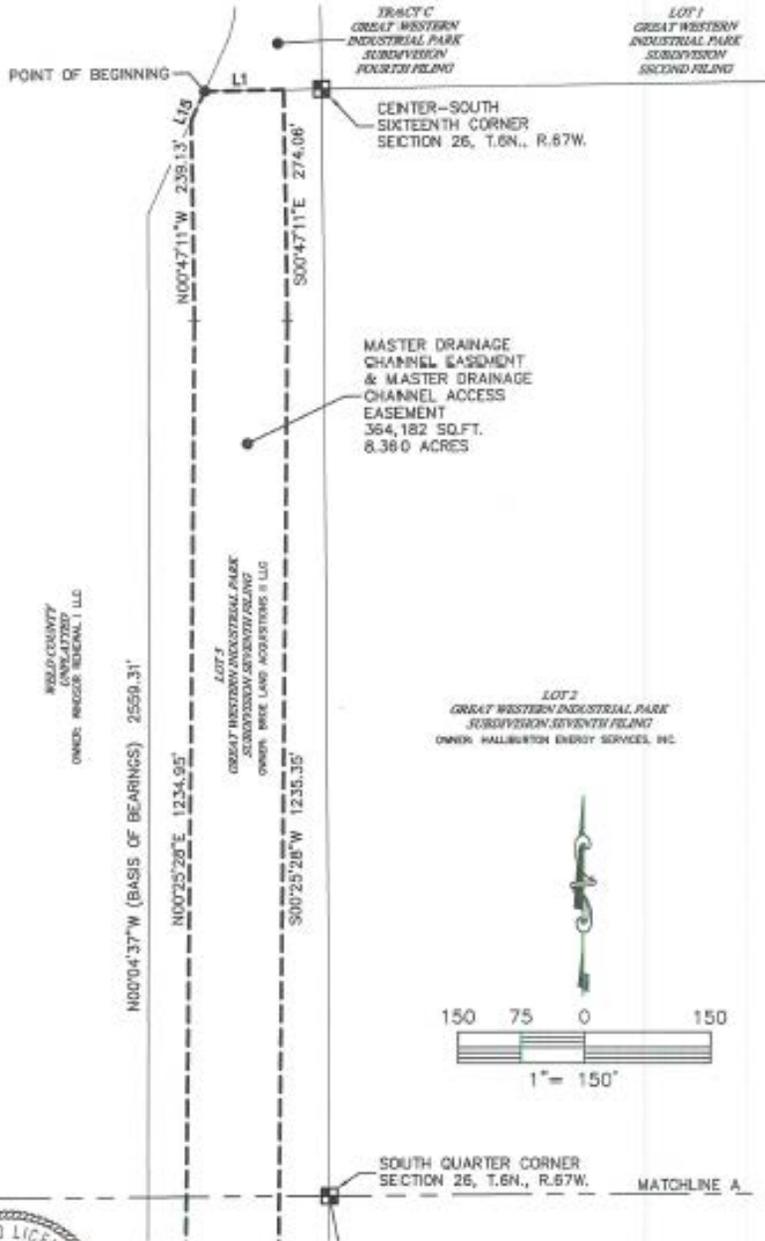
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(NT) = NON-TANGENT



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DRAWN: EWL CHECKED: CSK



WELD COUNTY
UNPLATTED
OWNER: WEEER SIGNAL I, LLC

N00°04'37"W (BASIS OF BEARINGS) 2559.31'

N00°25'28"E 1234.95'

N00°47'11"W 239.13' - 47g

S00°47'11"E 274.06'

S00°25'28"W 1235.35'



Steven A. Lund - On Behalf Of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

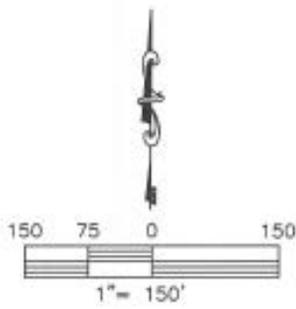
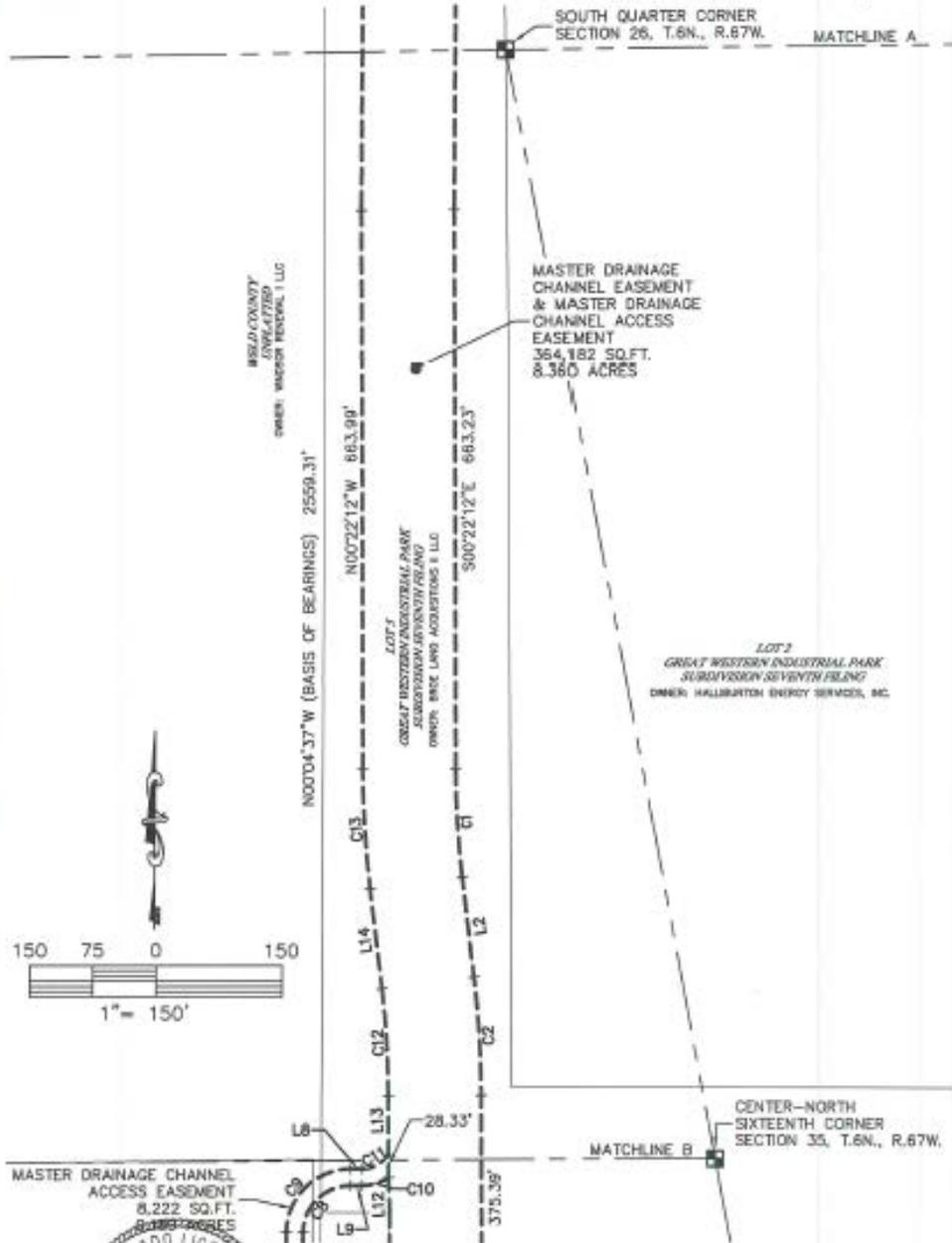
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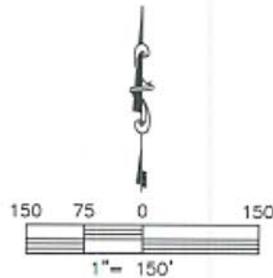


KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
www.kingsurveyors.com

PROJECT NO: 2011541
DATE: 02-25-2013
CLIENT: GREAT WESTERN
DWG: 2011541EXH
DRAWN: EWL CHECKED: CSK

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°40'37"E	93.41'
L2	S07°01'25"E	119.92'
L3	S89°34'09"W	118.06'
L4	N00°32'28"W	74.01'
L5	N89°27'12"E	48.79'
L6	S00°04'37"E	83.16'
L7	N00°04'37"W	83.16'
L8	N90°00'00"E	13.66'
L9	N90°00'00"W	13.66'
L10	N00°25'01"W	62.22'
L11	N00°00'39"W	100.16'
L12	N01°59'25"W	41.97'
L13	N00°32'28"W	97.05'
L14	N07°01'25"W	119.92'
L15	N24°53'10"E	38.30'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	133.55'	1150.00'	6°39'13"	133.47'	S03°41'48"E
C2	141.43'	1250.00'	6°28'57"	141.35'	S03°46'56"E
C3	370.17'	1050.00'	20°11'56"	368.26'	S09°33'31"W
C4	371.96'	940.00'	22°40'19"	369.54'	N10°47'42"E
C5	64.39'	56.00'	65°52'50"	60.90'	N55°08'40"W
C6	116.74'	76.00'	88°00'28"	105.60'	N44°04'51"W
C7	86.02'	56.00'	88°00'28"	77.81'	S44°04'51"E
C8	88.04'	56.00'	90°04'37"	79.25'	S44°57'42"W
C9	119.46'	76.00'	90°04'37"	107.55'	N44°57'42"E
C10	33.36'	56.00'	34°09'12"	32.89'	S72°55'24"W
C11	37.69'	36.00'	59°58'57"	35.99'	N60°00'31"E
C12	128.98'	1140.00'	6°28'57"	128.91'	N03°46'56"W
C13	146.32'	1260.00'	6°39'13"	146.24'	N03°41'48"W



Steven A. Lund - On Behalf Of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

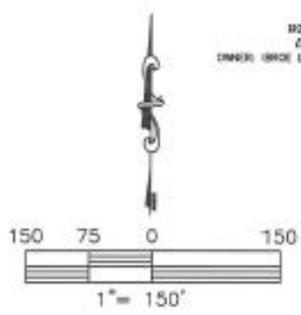
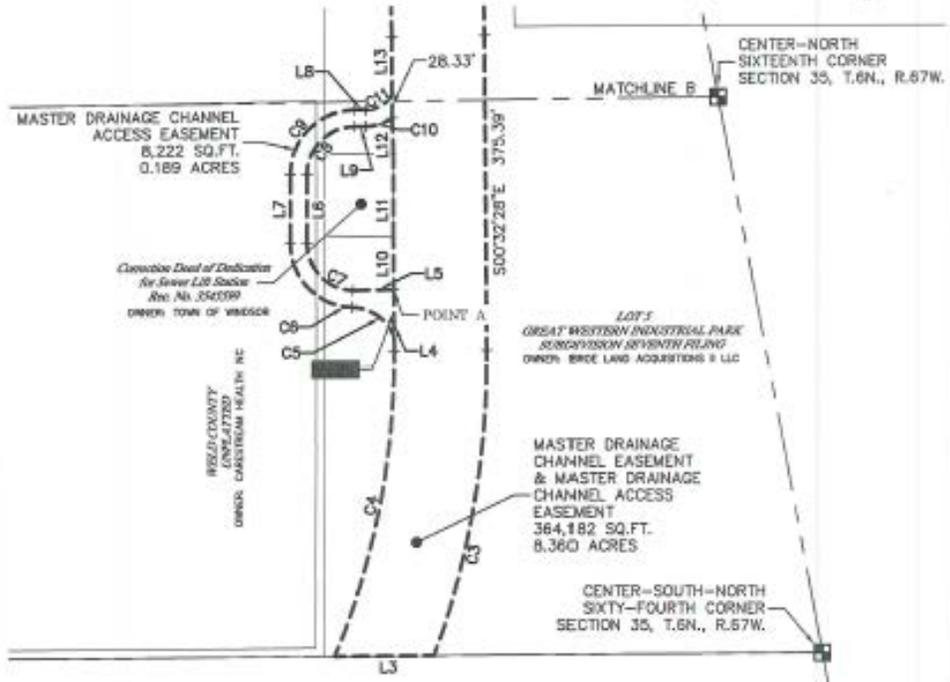
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DWG: 2011541EXH
DRAWN: EWL CHECKED: CSK



CENTER QUARTER CORNER
SECTION 35, T.6N., R.67W.

(NT) = NON-TANGENT



Steven A. Lund - President Of King Surveyors, Inc.
 Colorado Registered Professional
 Land Surveyor #34995

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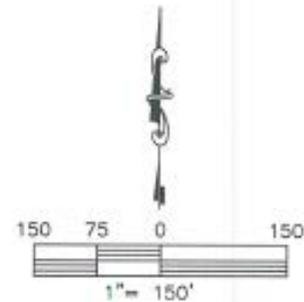


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Steven A. Lund – On Behalf Of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34998

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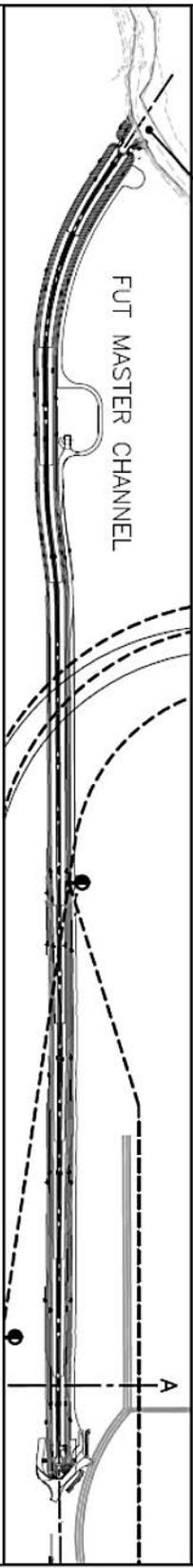
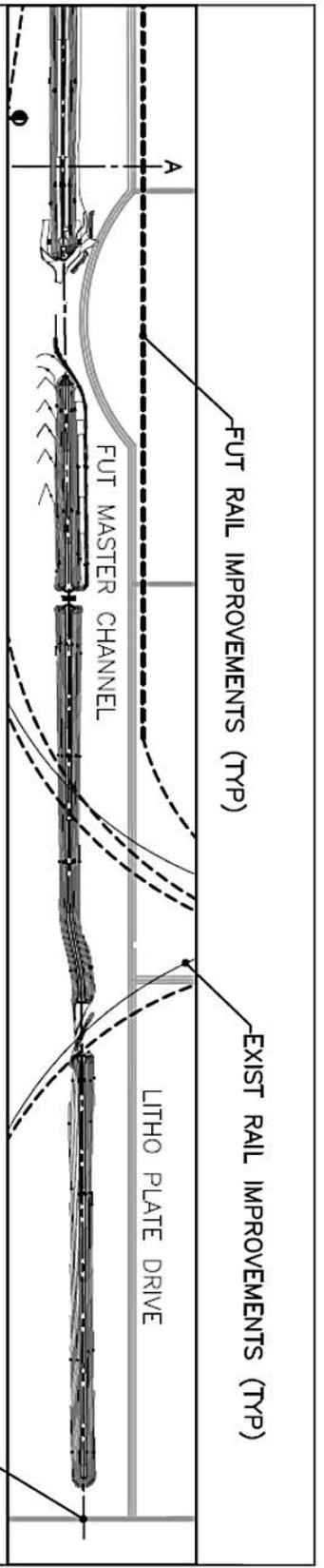


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PROJECT NO: 2011541
DATE: 02-25-2013
CLIENT: GREAT WESTERN
DWG: 2011541EXH
DRAWN: EWL CHECKED: CSK

EXHIBIT B
(PERMITTED RAIL IMPROVEMENTS)

(See attached)



- EXISTING RAIL IMPROVEMENTS
- - - FUTURE RAIL IMPROVEMENTS
- FUTURE / EXISTING POINT OF SWITCH
- - - FUTURE LAW BASIN MASTER DRAINAGE CHANNEL

NOTE:
 THE LAW BASIN MASTER DRAINAGE CHANNEL SHOWN
 IS SUBJECT TO CHANGE WITHOUT NOTICE FROM LAGLD
 IN CONNECTION WITH THE LAGLD MASTER DRAINAGE
 CHANNEL PLANS DATED OCTOBER 2009 AND
 PREPARED BY TSI, INC., CONSULTING ENGINEERS
 JOB NO. 0039 0000 00.



DESIGNER TSI, INC. CONSULTING ENGINEERS 1111 THURGOOD FRIESTEAD 1000 WEST 10TH AVENUE, SUITE 100 DENVER, CO 80202		DATE 11/13/14 SCALE AS SHOWN PROJECT GREAT WESTERN INDUSTRIAL PARK WINDSOR, WELD COUNTY, COLORADO	
PROJECT NO. 13156-SCH-001 13156-SCH-001	DATE 11/13/14 SCALE AS SHOWN PROJECT GREAT WESTERN INDUSTRIAL PARK WINDSOR, WELD COUNTY, COLORADO	DATE 11/13/14 SCALE AS SHOWN PROJECT GREAT WESTERN INDUSTRIAL PARK WINDSOR, WELD COUNTY, COLORADO	DATE 11/13/14 SCALE AS SHOWN PROJECT GREAT WESTERN INDUSTRIAL PARK WINDSOR, WELD COUNTY, COLORADO

LAGLD: LAW BASIN MASTER DRAINAGE CHANNEL SCHEMATIC



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Regular meeting materials, October 13, 2014
From: Ian D. McCargar, Town Attorney
Re: Termination of IGA with Boxelder Sanitation District (Harmony Ridge)
Item #: B.3

Background / Discussion:

Before you this evening is a Resolution, approval of which will terminate an intergovernmental agreement between the Town and Boxelder Sanitation District. In May, 2013, the Town and Boxelder Sanitation District entered into an IGA that provided for temporary sanitary sewer service to the Harmony Ridge Subdivision by Boxelder until the Town's facilities could be brought to the vicinity. Since that time, Boxelder has agreed to serve Harmony Ridge on a permanent basis, thus rendering the 2013 agreement unnecessary. Although the Town plans to eventually bring its sanitary sewer lines to the south side of Harmony Road, service to Harmony Ridge will be provided on a permanent basis by Boxelder.

Financial Impact: None.

Recommendation: Approve the attached Resolution Approving an Agreement Between the Town of Windsor and the Boxelder Sanitation District, and Authorizing the Mayor to Execute Same

Attachments:

- Resolution Approving an Agreement Between the Town of Windsor and the Boxelder Sanitation District, and Authorizing the Mayor to Execute Same
- Agreement to Terminate Intergovernmental Agreement

AGREEMENT TO TERMINATE
INTERGOVERNMENTAL AGREEMENT

This Agreement, effective the 13th day of October, 2014, by and between BOXELDER SANITATION DISTRICT, a statutory Colorado special district (the "District"), and the TOWN OF WINDSOR, a Colorado home-rule municipality (the "Town"), witnesseth that,

WHEREAS, effective May 16, 2013, the parties entered into that certain Intergovernmental Agreement regarding the provision of sanitary sewer service for the Harmony Ridge Subdivision and related matters (the "IGA"); and

WHEREAS, the developer of Harmony Ridge Subdivision desires now to have sanitary sewer be provided on a permanent basis exclusively by the District, which the District has the intention and capability of doing; and

WHEREAS, under these circumstances, the IGA will be unnecessary.

NOW, THEREFORE, the parties hereby mutually terminate the IGA, and affirm that the IGA shall be of no further force and effect.

BOXELDER SANITATION DISTRICT, a Colorado special district

By: _____
Dennis Gatlin
Chairman, Board of Directors

ATTEST:

Karen Reynolds
Secretary of the Board of Directors

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vasquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Kelly Arnold, Town Manager

Ian D. McCargar, Town Attorney

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2014-59

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE BOXELDER SANITATION DISTRICT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority provided by Colorado law; and

WHEREAS, in 2013, the Town and the Boxelder Sanitation District (“Boxelder”) entered into an intergovernmental agreement (“IGA”), under which the parties reached certain understandings with respect to sanitary sewer service to the Harmony Ridge Subdivision proposed for the vicinity of Harmony Road and Weld County Road 13; and

WHEREAS, since the approval of the IGA, the developer of Harmony Ridge has negotiated an agreement for sanitary sewer service to the Harmony Ridge Subdivision which renders unnecessary the IGA between the Town and Boxelder; and

WHEREAS, the Town and Boxelder have negotiated the attached Agreement to Terminate Intergovernmental Agreement (“Agreement to Terminate”); and

WHEREAS, the Town Attorney has reviewed and recommended approval of the Agreement to Terminate; and

WHEREAS, the Town Board has reviewed the Agreement to Terminate and given due consideration to its terms; and

WHEREAS, the Town Board desires to approve the Agreement to Terminate and authorize the Mayor to execute it on the Town’s behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The attached Agreement to Terminate Intergovernmental Agreement is hereby approved.
2. The Mayor is authorized to execute the said Agreement to Terminate on the Town's behalf.
3. The Town Attorney is authorized to make such revisions and modifications as are necessary to assure compliance with this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Paul Hornbeck, Associate Planner
Re: Resolution 2014-60 vacating the northerly 6.7 feet of the 20 foot utility and drainage easement located at the south property line of 680 Dakota Way
Item #: B.4

Background / Discussion:

The applicants and property owners, Richard and Simone Shepard, of 680 Dakota Way (Lot 196 of the Winter Farm Subdivision, First Filing) are requesting that the northerly 6.7 feet of the 20 foot utility and drainage easement located at the south property line be vacated. According to the applicants the easement is preventing the construction of a covered deck on the rear of the house.

The attached Exhibit A describes and illustrates the easement to be vacated. The Town's Engineering and Public Works Departments have signed the enclosed Exhibit B, disclaiming the Town's interest in the easement, as have the other utility providers.

Fiscal Impact: None

Relationship to Strategic Plan: N/A

Recommendation: Approval of Resolution

Attachments: Resolution
Exhibits A & B
Petition to vacate

Pc: Richard and Simone Shepard, Applicants

TOWN OF WINDSOR

RESOLUTION NO. 2014- 60

BEING A RESOLUTION VACATING A PORTION OF A UTILITY EASEMENT LOCATED ALONG THE SOUTHERN BOUNDARY OF LOT 196 OF THE WINTER FARM SUBDIVISION FIRST FILING IN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Windsor Town Board has received from the affected property owner a Petition to Vacate a portion of the twenty (20)-foot utility easement located along the southern boundary of Lot 196 of the Winter Farm Subdivision First Filing in the Town of Windsor, Colorado (“Petition”); and

WHEREAS, the Petition is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, by written acknowledgement, the various departments and entities having an interest in the utility easement have disclaimed any interest in the future use or continued maintenance of the portion of the utility easement which is the subject of the Petition; and

WHEREAS, the Town Board has concluded that the portion of the utility easement which is the subject of the Petition is of no continuing use or benefit to the Town and, therefore, can be vacated without injury to the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The portion of the twenty (20)-foot utility easement located along the southern boundary of Lot 196 of the Winter Farm Subdivision First Filing as more fully described on the attached Exhibit A, incorporated herein by this reference as if set forth fully, is without present or future value to the Town and should be vacated.
2. The Town of Windsor has disclaimed any interest in the future use or continued maintenance of said portion of the utility easement described and outlined in said Exhibit A.
3. The Town hereby vacates the portion of the utility easement described on said Exhibit A.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

EXHIBIT A

PARCEL DESCRIPTION
EASEMENT VACATION

A parcel of land, being part of Lot 196, Winter Farm Subdivision, First Filing as recorded March 10, 2004 as Reception No. 3160633 of the Records of the Weld County Clerk and Recorder, located in the West Half (W1/2) of Section Fifteen (15), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), City of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 196 and assuming the West line of said Lot 196 as bearing South 00°02'38" East, a distance of 104.02 feet and with all other bearings contained herein relative thereto;

THENCE South 00°02'38" East along said West line a distance of 84.01 feet to the Northerly line of a 20' Utility Easement and the **POINT OF BEGINNING**;

THENCE North 89°04'13" East along said Northerly line a distance of 60.01 feet to the East line of said Lot 196;

THENCE South 00°02'38" East along said East line a distance of 6.70 feet to a line parallel with and 6.70 feet Southerly of, as measured at a right angle, the Northerly line of aforesaid Utility Easement;

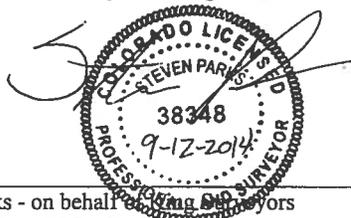
THENCE South 89°04'13" West along said parallel line a distance of 60.01 feet to the West line of said Lot 196;

THENCE North 00°02'38" West a distance of 6.70 feet and to the **POINT OF BEGINNING**.

Said described parcel of land contains 402 Square Feet, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

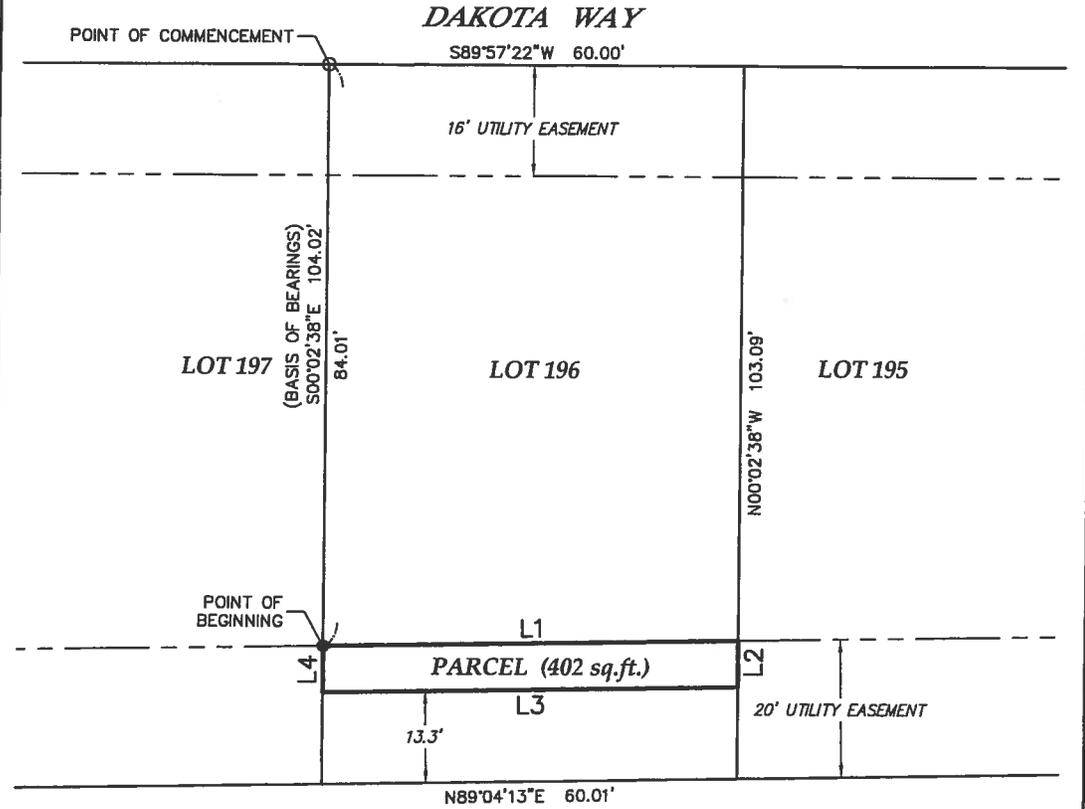
SURVEYORS STATEMENT

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



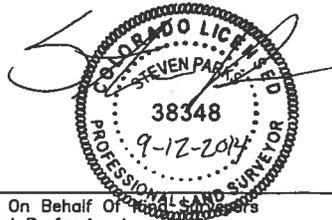
Steven Parks - on behalf of King Surveys
Colorado Licensed Professional
Land Surveyor #38348

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011

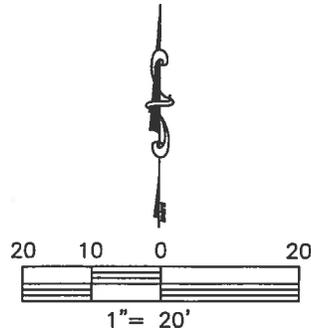


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LINE TABLE		
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L2	S00°02'38"E	6.70'
L3	S89°04'13"W	60.01'
L4	N00°02'38"W	6.70'



Steven Parks - On Behalf Of
Colorado Licensed Professional
Land Surveyor #38348



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
www.kingsurveyors.com

PROJECT NO: 2014696
DATE: 9-12-2014
CLIENT: SHEPARD
DWG: ESMT_EX
DRAWN: AML CHECKED: SIP

EXHIBIT B

The following utility providers hereby disclaim by written acknowledgement any interest in the future use or continued maintenance of the northerly 6.7 feet of the twenty (20) foot utility and drainage easement located at the south property line of Lot 196 , Block 1, of the Winter Farm Subdivision or 680 Dakota Way, as described on "Exhibit A" Page 1 and as depicted on "Exhibit A" Page 2.


Engineering Department, Town of Windsor, Colorado

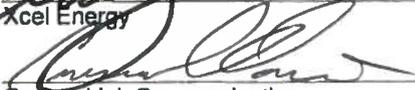
9-15-14
Date


Public Works Department, Town of Windsor, Colorado

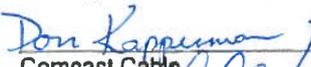
9-16-14
Date


Xcel Energy

9/16/14
Date


CenturyLink Communications

9/17/14
Date


Comcast Cable

9/17/14
Date


Winter Farm Metropolitan Districts No. 1- 3

9-17-14
Date

PETITION TO VACATE EASEMENT

I, Simone Shepard, the undersigned, being the owner(s) of the property described as 680 DAKOTA WAY do hereby request that the TOWN OF WINDSOR vacate the ^{6.7} 6.7 Feet of the 20 Foot Drainage and Utility Easement located at the south property line as described on the attached exhibit "A" for the following reason(s):

We want to add an additional deck onto a pre-existing deck on the south end of the house. The only existing utility on the south of the house is cable. All other utilities are located in the front of the residence. The deck is elevated about 5 feet off the ground and extends 8 feet from the house. Please see attached plot plan. Thank you for your consideration.

Date

Owners Signature

Mailing Address

9/12/14

Simone Shepard

Simone Shepard

680 Dakota Way
Windsor Colorado



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Regular meeting materials, October 13, 2014
From: Ian D. McCargar, Town Attorney
Re: Timnath IGA (Weld County Road 13)
Item #: C-5

Background / Discussion:

The proposed Harmony Ridge Subdivision has brought Windsor and Timnath together to address the future of Weld County Road 13, which is also known as County Line Road. As a result of discussions over the past six months, we have negotiated the attached Intergovernmental Agreement (IGA).

The IGA covers the following topics:

Identifying the County Line Road Corridor. Right now, the Corridor is defined as that stretch of County Line Road north of Harmony Road (WCR 74). The IGA allows for later expansion of the Corridor to track future development to the south of the Harmony Road/County Line Road intersection ("Intersection").

Density and land use assumptions. The density of and overall plan for the Harmony Ridge Subdivision is the basis for the IGA's assumptions regarding development north of the Intersection. Density is largely driven by the capacity of the Boxelder Sanitation District's facilities serving Harmony Ridge.

Right of way dedication. This is really a housekeeping matter, to make certain that the width of the right of way is at the correct dimension for future development of County Line Road as a regional roadway.

Road construction. This language assures consistency of construction by use of the engineering term of art, "*rural asphalt cross section street*".

Traffic control. This section speaks to the need for Windsor to require the Harmony Ridge developer to install traffic control measures in accordance with a qualified traffic control study. There is also room in this language to share costs through reimbursement agreements and developer agreements.

Road maintenance. This was the primary reason we initiated the conversation with Timnath. Given that this stretch of roadway is at considerable distance from the Town's Public Works facility and is much closer to Timnath's, Timnath will be responsible for maintenance of the roadway. We have identified cost-sharing components, and a system that will allow each municipality to budget appropriately for the costs attributable to each.

Term. We have set this up to have the IGA kick in from the point when the Harmony Ridge developer establishes an access onto County Line Road. Once that occurs, the cost-sharing and other terms take effect.

Timnath approved the IGA at its meeting on September 24, 2014.

Financial Impact: Depends on maintenance costs allocated to Windsor, but will be subject to annual appropriation.

Relationship to Strategic Plan: Managed growth

Recommendation: Approve attached Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Town of Timnath With Respect to Maintenance of County Line Road in the Vicinity of its Intersection With Harmony Road

Attachments:

Intergovernmental Agreement Between the Town of Timnath, Colorado, and the Town of Windsor, Colorado Regarding County Line Road Maintenance and Operations

A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Town of Timnath With Respect to Maintenance of County Line Road in the Vicinity of its Intersection With Harmony Road

**An Intergovernmental Agreement
Between the Town of Timnath, Colorado and the Town of Windsor, Colorado
Regarding County Line Road Maintenance and Operations**

This Agreement is made and entered into on the 13 day of October, 2014, between the town of Timnath ("Timnath") and the Town of Windsor ("Windsor") each a municipal corporation of the State of Colorado (collectively referred to as the "Parties").

WHEREAS, the Parties' municipal boundaries and respective Growth Management Areas (GMAs) border each other along Larimer County Road 1, also known as Weld County Road 13 (hereinafter referred to as the "County Line Road"); and

WHEREAS, the Parties agree that development within either municipality and along either side of the County Line Road will impact road construction and maintenance; and

WHEREAS, all development along the west side of County Line Road between Harmony Road and Larimer County Road 40 is located within the boundaries of Timnath, and all development along the east side of County Line Road between Harmony Road and Weld County Road 76 is either currently located within the boundaries of Windsor, or will be located within the boundaries of Windsor via future annexations; and

WHEREAS, Windsor may annex certain property, the proposed development of which is predominantly single family homes and is generally located as illustrated on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties agree that it is in the best interests of each municipality to reach agreement on the future construction and maintenance of County Line Road and its signage, traffic signals, as necessary, and other appurtenances as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. County Line Road Corridor. This Agreement shall govern the County Line Road Corridor, which is generally described as lying along either side of a one-mile stretch of County Line Road, having its southern boundary at the intersection of County Line Road and Harmony Road (also known as LCR38 and WCR74) and having its northern boundary at the intersection of County Line Road and LCR40, as more particularly depicted on Exhibit B, attached hereto and incorporated herein by reference.

2. Proposed Development. The terms of this Agreement are based on the density and land use depicted in Exhibit A. If substantive changes are made to the proposed development, the Parties will evaluate whether or not the impacts to County Line Road of such development have changed and whether a new traffic impact analysis is needed.
3. Right-of-Way Dedication. The right-of-way within Timnath and along the west side of County Line Road is seventy feet wide. The current right-of-way along the east side of County Line Road and within Weld County is thirty feet wide. Windsor will require the developer along the east side of the County Line Road Corridor to dedicate an additional forty (40) feet of right-of-way along the east side of County Line Road upon the final platting of any such development. Said dedication shall be for the full length of County Line Road as depicted in Exhibit B. Windsor will work with Timnath to annex the additional dedicated right of way to the Town of Timnath.
4. Road Construction. Windsor will require the developer of property along the east side of County Line Road Corridor to construct a rural asphalt cross section street (*i.e.* open drainage ditch, and other elements as approved by both Timnath and Windsor town engineers and per Exhibit C) in conjunction with the construction of any streets that access County Line Road from the east within the County Line Road Corridor. The rural asphalt cross section street required under this section shall be for the full length of the County Line Road Corridor as illustrated in Exhibit B. In the event that development along the east side of the County Line Road Corridor evolves in phases, the road construction requirements of this section shall be constructed to assure that the improvements extend from each phased access to the intersection of Harmony Road and County Line Road or, to the northern terminus of any such improvements previously constructed to the south, as the case may be.
5. Traffic Control. Development along the County Line Road Corridor may warrant the construction of a traffic control device or devices at the intersection of County Line Road and Harmony Road. When warranted by data contained within a reliable traffic impact study, and with the concurrence of the Timnath Town Engineer, Windsor shall require the developer of property east of County Line Road and adjacent to the County Line Road Corridor to install a traffic control device or devices. Nothing herein shall prevent Windsor from entering into an agreement for the re-capture of costs from surrounding development benefitted by any traffic control device or devices. Timnath agrees to reimburse Windsor for its share of the costs of any traffic control device or devices above and beyond any private party's fair share upon the further development of property within Timnath that is shown, via a traffic impact analysis to contribute to the need for the traffic control device or devices in question.

6. Road Maintenance. The costs of roadway maintenance within the County Line Road Corridor shall be borne in equal shares by the Parties. As an operational matter, Timnath will be responsible for maintenance of County Line Road in accordance with generally-accepted roadway maintenance standards. Timnath shall submit documentation of reimbursable costs incurred by Timnath during the previous twelve (12) months to Windsor by July 1 of each year, commencing 2015. Windsor shall reimburse Timnath for Windsor's share of said costs within thirty (30) days of receipt of Timnath's documentation. In order to assure sound budgetary practices, Timnath shall wherever practical notify Windsor by no later than August 1 of any significant reimbursable cost items anticipated for the coming twelve (12) months.

For the purposes of this Agreement, reimbursable road maintenance costs shall include but not be limited to:

- a. Snow plowing.
 - b. Salting or other method of de-icing or snow removal.
 - c. Street sweeping.
 - d. Surface and subsurface repairs including crack sealing, pothole repair, base repair, and striping.
 - e. Right of way mowing and shoulder maintenance
 - f. Traffic control signage installation, repair and replacement.
 - g. Repair and replacement of traffic control devices installed pursuant to this Agreement.
 - h. Street light maintenance and repair or replacement, if any.
 - i. Sidewalk maintenance, repair or replacement, if any.
7. Dispute of Costs. If there is any dispute between the Parties on what constitutes eligible costs of maintenance and/or repair, the Town Managers of each municipality shall come to agreement on an appropriate resolution.

8. Future Development and Agreement. The Parties acknowledge that future development elsewhere along County Road Line will impact the road, but that development densities and land uses are not confirmed at this time. The Parties agree to work in good faith on future agreements or amendments to this Agreement as future developments are proposed or approved.
9. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties hereto, and is not intended nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.
10. Non-Compliance. If either Party fails to comply with the provisions of this Agreement, the other Party, after providing written notification to the non-complying Party and upon the failure of the non-complying Party to achieve compliance within a reasonable time after such notice under the circumstances, or ninety days, whichever is less, may maintain an action in a court of competent jurisdiction in Larimer County for specific performance, injunctive, or other relief.
11. Additions and Modifications. The Parties hereto agree that they shall cooperate with one another in making such additions and modifications to this Agreement as may be necessary to effectuate its purposes.
12. Term and Termination.
 - a. Term. This Agreement shall be effective on the date upon which Windsor issues construction acceptance for any roadway improvements that create access to County Line Road from the property lying east of County Line Road adjacent to the County Line Road Corridor (the "Effective Date"), and shall remain effective until terminated in accordance with this section or as may be otherwise permitted by this Agreement.
 - b. Mutual Termination. The Parties may mutually agree in writing to terminate this Agreement. A Party may refuse a request to terminate this Agreement for any or no reason.
 - c. Unilateral Termination. Either Party may terminate this Agreement without cause or reason by providing written notice of termination ("Notice of Termination") to the other Party which notice complies with the requirements of this Agreement. Such notice shall be delivered to the other Party prior to June 30th of the calendar year preceding the calendar year in which the termination will be effective and, if so tendered, shall be effective at 11:59

p.m. on December 31 of the calendar year within which such notice is so tendered. By way of example and not limitation, if a Party desires to terminate this Agreement effective December 31, 2018, Notice of Termination must be delivered to the other Party no later than June 30, 2017 in order for the Notice of Termination to be valid and effective.

- d. Termination for Cause. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section, "reasonable time" shall be not less than ten (10) business days.

13. Colorado Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Larimer County.
14. Assignment. Neither Party may assign this Agreement without the prior express written consent of the other Party. Any attempted assignment that violates the provisions of this section shall be null and void and without effect. Nothing herein shall prevent either Party from entering into an agreement with a third party to perform services in connection with this Agreement, provided that each Party shall remain responsible for the performance of its respective obligations under this Agreement.
15. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.
16. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to a Party, its officials, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.
17. Cooperation Concerning Third Party Claims. Each Party shall promptly deliver to the other Party a copy of the following document(s) after receipt:

- A. Any written letter, statement, or electronic mail message received by a Party asserting harm, damage, or claim of any nature against Timnath or Windsor arising or resulting from the performance or failure to perform pursuant to this Agreement.
 - B Any written notice of claim whether or not made pursuant to C.R.S. § 24-10-109 asserting that Timnath or Windsor committed or is responsible for any intentional tort or negligence occurring within County Line Road.,
 - C. Any complaint filed in any state or federal court which names Timnath or the Windsor, or an official, officer, employee, contractor, or agent of Timnath or Windsor which complaint cites or references this Agreement or the portions of County Line Road which lie within the County Line Road Corridor.
18. Waiver. A waiver of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
19. Appropriation. Notwithstanding the provisions in Paragraph 12, pursuant to C.R.S. § 29-1-110, any financial obligations of Timnath and Windsor contained herein that are payable after the current fiscal year are subject to annual appropriation. The Parties each represent that they have appropriated or have adequate reserve funds readily available for appropriation to meet any financial obligation that may arise following the Party's election to terminate this Agreement. The Parties each represent to the other that this Agreement does not violate Article X, Section 20 of the Colorado Constitution (TABOR).
20. Notices. All notices or other communications hereunder shall be sufficient given and shall be deemed given when personally delivered, or after the lapse of ten business days following mailing by certified mail, postage prepaid, addressed as follows:

To Timnath: Town of Timnath
 Attention: Town Manager
 4800 Goodman Street
 Timnath, CO 80547

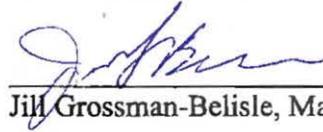
To Windsor: Town of Windsor
 Attention: Town Manager
 301 Walnut Street
 Windsor, CO 80550

21. Severability. If any portion of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either Party or as to both Parties, the Parties agree to take such action(s) as may be necessary to achieve the greatest degree possible the intent of the entirety of this Agreement. If any portion of any other paragraph of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both Parties, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement, except that any corresponding right or obligation of the other Party shall be deemed invalid.
22. Additional Assurances. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
23. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
24. Amendments. This Agreement may be amended in writing only by the mutual agreement of the governing bodies of the Parties hereto.
25. Reliance by the Parties. Windsor and Timnath understand that each is relying upon all of the promises made by the other in this Agreement, and each agrees:
 - a. Not to assert to any court or other body the invalidity or unenforceability of any portion of this Agreement;
 - b. To promptly notify the other Party of any legal action which might affect this Agreement;
 - c. To allow the other Party to participate in such legal action as the other Party deems appropriate; and
 - d. To defend this Agreement in such legal action.

(remainder of this page intentionally left blank)

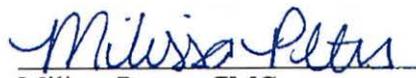
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, CMC
Town Clerk

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Exhibit A

EXHIBIT A HARMONY RIDGE PROPERTY EXHIBIT TOWN OF TIMNATH



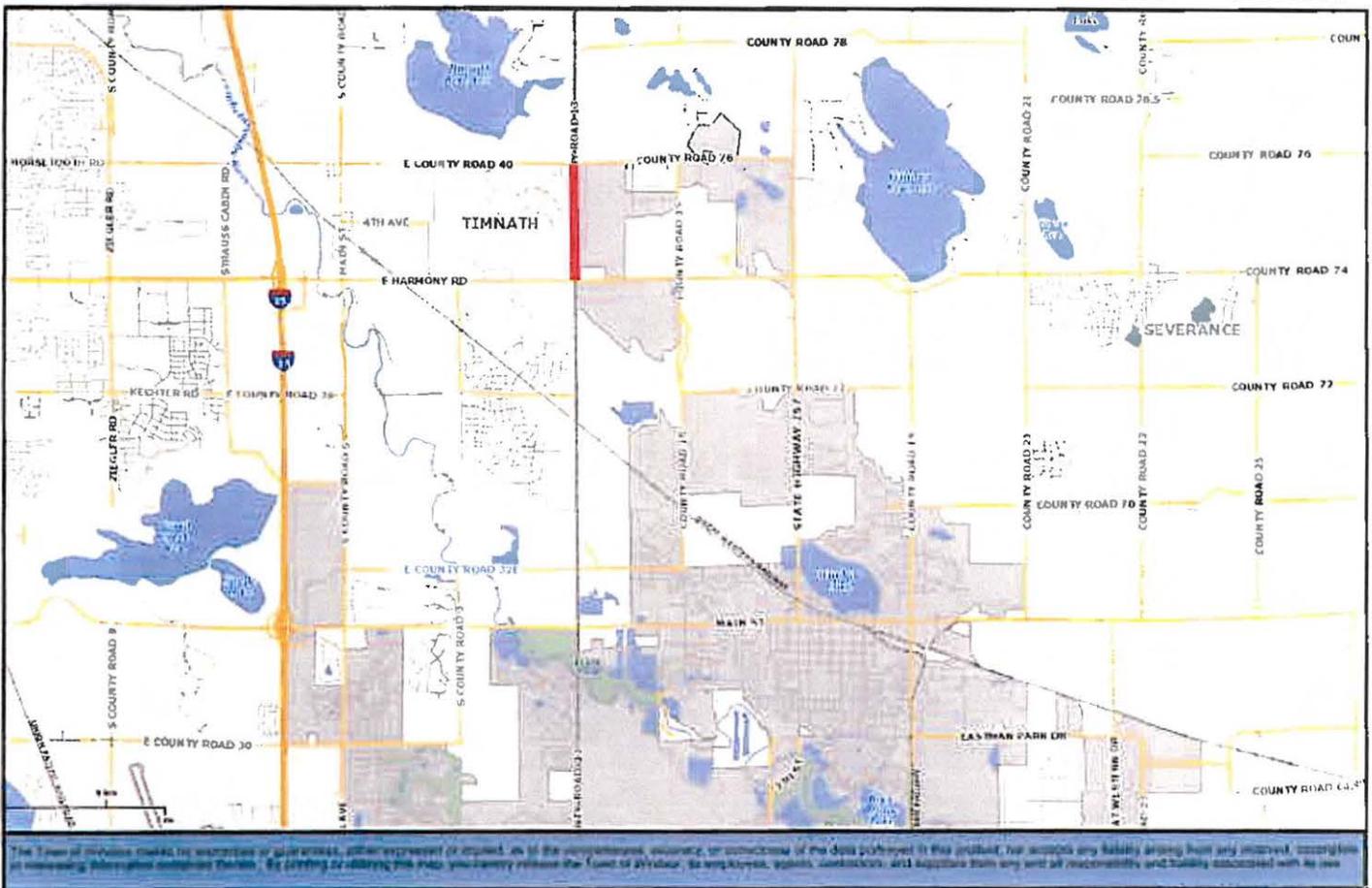
HARMONY RIDGE PROPERTY
DATE: SEPTEMBER, 2014
JOB NO. 0879.0000.00
SHEET 1 OF 1

TST TST, INC. CONSULTING ENGINEERS

760 Whetstone Way, Bldg. C, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204

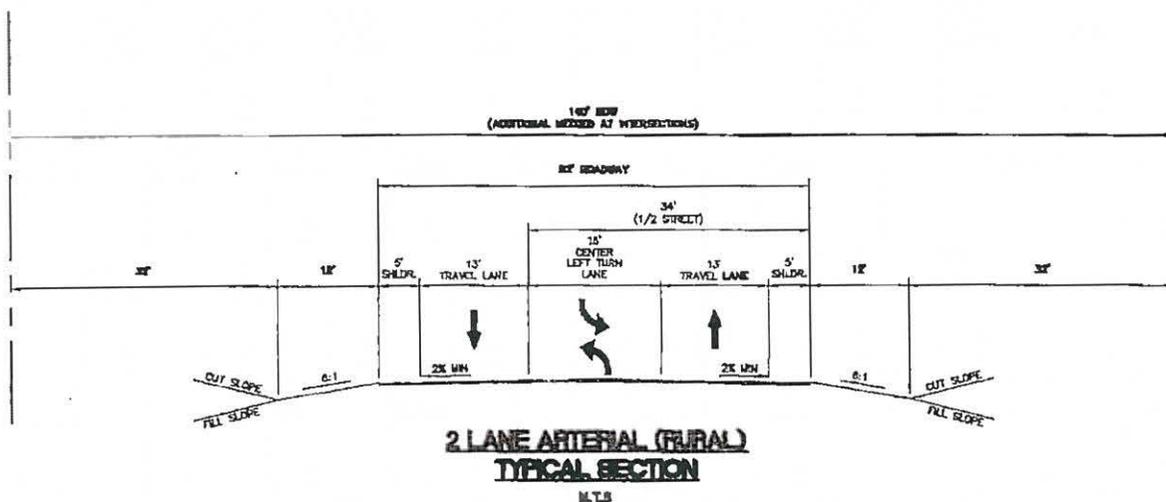
Exhibit B

Town of Windsor GIS MAP



Printed: Aug 20, 2014

EXHIBIT C RURAL STREET CROSS SECTION TOWN OF TIMNATH



C:\Users\jacobson\Documents\2 LANE ARTERIAL (RURAL)

PROPOSED STREET X-SECTION
DATE: AUGUST, 2014
JOB NO. 08P1.0000.00
SHEET 1 OF 1



788 Wetmore Way, Bldg C, Suite 200
Fort Collins, Colorado
Phone: 970.228.0557
Fax: 970.228.0204

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2014 – 61

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE TOWN OF TIMNATH WITH RESPECT TO MAINTENANCE OF COUNTY LINE ROAD IN THE VICINITY OF ITS INTERSECTION WITH HARMONY ROAD

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority provided by Colorado law; and

WHEREAS, the Town has long enjoyed a cooperative relationship with the Town of Timnath (“Timnath”) with respect to items of mutual interest; and

WHEREAS, the proposed development of the area surrounding the intersection of Harmony Road and County Line Road has led to discussions between the Town and Timnath with the goal of assuring a fair and adaptable system for addressing the demands of such development on that portion of County Line Road that lies north of the intersection; and

WHEREAS, as a result of discussions between the Town and Timnath, the parties have arrived at the attached Intergovernmental Agreement Between the Town of Timnath, Colorado and the Town of Windsor, Colorado, Regarding County Line Road Maintenance and Operations (“IGA”), the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has familiarized itself with the terms of the IGA, and has concluded that the IGA promotes the public health, safety and welfare by fairly allocating responsibility and authority for the developed future of County Line Road Corridor identified therein; and

WHEREAS, pursuant to § 29-20-101, *et. seq.*, local governments are authorized and encouraged to cooperate with other units of government for the purposes of planning or regulating the development of land including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, the Town Board wishes to approve the IGA and authorize the Mayor to execute it on the Town’s behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The attached Intergovernmental Agreement Between the Town of Timnath, Colorado, and the Town of Windsor, Colorado Regarding County Line Road Maintenance and Operations is hereby approved.
2. The Mayor is hereby authorized to execute the said Agreement.
3. The Town Attorney is authorized to make such amendments and modifications to the form of the said Agreement in keeping with the findings set forth above.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: September 24, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to Town Manager
Re: Advisory Board Appointments
Item #: B.2.

Background / Discussion:

Town Board Members conducted advisory board interviews on Monday, September 22, 2014 and provided a recommendation of the following appointments:

Parks, Recreation, and Culture Board

Richard Wood – Vacated term expiring March, 2016
Rebecca Holder-Otte - 4 year term expiring September, 2018
Regan Price - 4 year term expiring September, 2018

Tree Board

Mary Monroe – Four year term expiring September, 2018

Financial Impact:

None.

Relationship to Strategic Plan:

1.C. Provide and support ample opportunities for residents to be actively involved in the town governance process and in serving the community.

Recommendation:

Approve the recommended appointments.

Attachments:

Applications of those being recommended for appointment.



rec'd 8/12/14

Advisory Board/Commission Application

To be considered a candidate for a board or commission, please complete this application and return it to the Town Clerk's Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 686-7180 or email to pgarcia@windsorgov.com. Application deadlines vary. Late applications will be kept on file for one year for future vacancies.

Qualifications: All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation.

Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: PRECAB

Name: Rebecca Holder-Otte

Address: 1977 E Seadrift Dr

Day Phone: 970 281 2098 Night Phone: _____

E-Mail Address: Becca.Otte@gmail.com

How long have you been a resident in Windsor? 4 years

Current Occupation: HR System Consultant Employer: Banner Health

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?
yes, PRECAB

Why do you want to become a member of this particular board or commission? I would like the opportunity to continue the work started in my last term - I feel that I can capitalize on the investment I have made into learning the department
Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) Prioritization of projects/resources

2) meeting the growing needs of the community while sustaining/maintaining current

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Certified fitness instructor; two years of service on the board that has given me a greater perspective of the projects at play and the issues facing the Parks & Rec Dept

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes No

Comments: _____

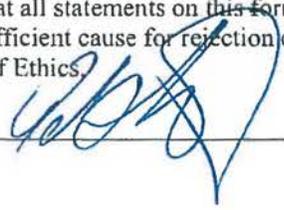
If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: _____

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature: _____



Date: _____

8/12/2014



RECEIVED AUG 18 2014

Advisory Board/Commission Application

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Qualifications: All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation.

Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: Tree Board

Name: Mary Monroe

Address: 5352 Promontory Cir. Windsor 80528

Day Phone: 970-225-0331 Night Phone: Same

E-Mail Address: munro1952@icloud.com

How long have you been a resident in Windsor? 13 1/2 yrs.

Current Occupation: Retired Employer: _____

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?

Tree Board

Why do you want to become a member of this particular board or commission? I am very

interested in trees, that we plant appropriate trees & care for them properly.

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) One of the current issues is what will be done in Windsor concerning the threat of Emerald Ash Borer.

2) My other main issue is to educate Windsor residents why it is important to plant trees that do well here and how to care for them.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I am a 24 year Master Gardener in Larimer County with a specialty in trees.

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

None that I am aware of.

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes No

Comments: I have been on the board some years and am currently vice-chair.

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: _____

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature: Mary Monroe Date: 18 Aug. 2014



Advisory Board/Commission Application

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Qualifications: All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation.

Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: Parks, Recreation and Culture Advisory Board

Name: Regan Price

Address: 346 Buffalo Drive, Windsor, CO 80550

Day Phone: 970-460-0088 Night Phone: 970-460-0088

E-Mail Address: nater412@gmail.com

How long have you been a resident in Windsor? Since 2005

Current Occupation: Consultant Employer: Self-Employed

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?

I have served on the PReCAB Board for the past 4 years.

Why do you want to become a member of this particular board or commission? I have enjoyed being a member of this advisory board and recreation and parks are a big part of my families life in Windsor,

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) Growth of Windsor and availability of Recreation amenities. We have passed resolutions to support the expansion of the Windsor Recreation Center to accommodate the growth and need of additional amenities that the town is lacking. Members of PReCAB have been working with Town Staff and Town Board members to educate the public about the issue and discussing with the community about this large project. If the ballot fails, it would be how to accommodate this additional growth and where to have this community access these amenities that are not available here.

2) Keeping up with the demand of additional playing fields. As it is, the fields for baseball, soccer and football are reaching capacity. The town has such great programs that we attract players from out of our town, and are having a hard time accommodating. As it is, football programs play in western Fort Collins ball fields. It is a hard issue to address due to the time and money that would go into these fields. We have flooding that can cause Eastman Park to close and then there is damage to the field. But as we have seen with Diamond Valley, that if we build it, people will come and use it. This board should be looking for grants and sponsorships to help build additional fields.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have served as President of an HOA for four years and understand budget, responsibility of actions and being able to address needs.
I have two young boys that actively participate in sports and activities that the rec center provides. As an adult, my husband and I, play in leagues through the rec center. I have also served the past 4 years as a member of this advisory board.

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

Only that I am an out-spoken community member to have the rec center expansion moved forward to the ballot.

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? X Yes No

Comments: I have served on the PReCAB board for the last 4 years.

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: NA

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature:  Date: 8/18/2014



RECEIVED AUG 14 2014

Advisory Board/Commission Application

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Qualifications: All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation.

Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: PARKS, RECREATION & CULTURE

Name: RICHARD S. WOOD

Address: 1688 AYLESBURY CT., WINDSOR CO 80550

Day Phone: 970-686-2157 Night Phone: SAME

E-Mail Address: RWOOD18@MSN.COM

How long have you been a resident in Windsor? 8 YRS

Current Occupation: RETIRED Employer: NA

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?
NOT IN WINDSOR

Why do you want to become a member of this particular board or commission? I HAVE AN INTEREST IN THE WORK OF THIS COMMISSION,

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

- 1) THE EXPANSION OF THE CURRENT RECREATION CENTER, I BELIEVE THAT THE EXPANSION SHOULD ANTICIPATE THE NEED FOR FUTURE CHANGES, TO RESPOND TO EVOLUTIONARY CHANGES, USAGES IN THE FUTURE.
- 2) ASSUMING THIS COMMISSION IS RESPONSIBLE FOR PUBLIC CULTURAL EVENTS THEN IT SHOULD CONTINUE TO EXPAND ITS PROGRAMS IN A MANNER THAT ATTRACTS VISITORS/CUSTOMERS TO OUR COMMUNITY.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

WHILE WORKING I WAS ACTIVE IN COMMERCIAL REAL ESTATE. VICE PRESIDENT
I AM IN MY FINAL SERVING AS PRESIDENT OF FOURCHURCH FOUNDATION
WHILE LIVING IN ILLINOIS I CHAIRED A COMMUNITY BEAUTIFICATION PROGRAM

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes No

Comments: _____

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: I AM OPEN TO

HEARING OF FUTURE OPPORTUNITIES TO SERVE MY COMMUNITY

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature: Richard A Wood Date: 8/14/14

Accounts Payable

List of Bills September 2014

VENDOR	DESCRIPTION	AMOUNT
1ST BANK OF NORTHERN COLORADO	BI-WEEKLY EIMPLOYEE PAYROLL DEDUCT	15,705.51
4 RIVERS EQUIPMENT	YOKES, LATCH, BRAKE RELAY MODULE	393.93
ABLAO LAW LLC	2ND QTR BILLING-LIQUOR LICENSING	607.50
ACZ LABORATORIES, INC.	LAB TEST	210.00
AFLAC	EMPLOYEE PAYROLL DEDUCTIONS 2014	884.60
AGFINITY, INCORPORATED	SPRAY CHEMICALS, FUEL FOR FLEET	17,470.86
AIR COMFORT, INC	HVAC QUARTERLY SVC AHC	517.50
ALSCO INC	LINENS FOR ART/HERITAGE EVENT	34.00
ALTEC INDUSTRIES, INC	PM INSPECTION & DIELECTRIC TEST	752.15
AMERICAN PAYROLL ASSOCIATION	RENEW APA ANNUAL MEMEBERSHIP	219.00
ANDERSON CONSULTING ENGINEERS	LAW BASIN WEST TRIB FINAL DESIGN	18,759.78
ANDREWS JILL	HARVEST FEST PHOTOGRAPHY	200.00
APEX LEGAL SERVICE LLC	CLASSES	345.00
AQUA SIERRA, INC.	WATER QUALITY ANALYSIS REPORT	2,721.25
ARAPAHOE RENTAL	WEED EATER GAS-2 STROKE MIX, SOD CUTTER RENTAL, GENERATOR	1,697.73
ARNOLD KELLY E	PER DIEM ICMA CONF SEPT 13-17	204.00
AT AND T MOBILITY	PD & PW PHONE SVC	88.79
AWARD ALLIANCE LLC	CAR SHOW PLAQUES	590.25
B AND G EQUIPMENT, INC	ADAPTER	25.89
BAGLEY, MICHAEL	REFUND CHECK	137.28
BAREFOOT FARMS INC.	SOD LAY FOR WATER LEAK REPAIR	95.00
BEDROCK LLC	MULCH FOR PLAYGROUNDS	5,470.00
BHA DESIGN INCORPORATED	392/I-25 COMM ID SIGNS AUG 2014	2,717.50
BLANDING DIRT WORK	METER RENTAL REFUND	2,100.00
BOMGAARS	HITCH PINS & ACCESSORY KIT, UNIFORMS	339.49
BRANDENBURG AND EMIL PC	COURT PROSECUTOR AUG 2014	5,145.00
BUFF STUFF INC	ACTIVE BODIES MUSCLE / VOLLEYBALL CAMP	1,435.00
BUNTING DISPOSAL, INC.	TRASH SERVICE	895.59
C.E.M. SALES AND SERVICE	POOL WINTERIZING	2,741.00
CANTEEN REFRESHMENT SERVICES	MONTHLY COFFEE SVC	347.08
CARD SERVICES	ADAPTIVE CRAFT/PARADE SUPPLIESPARADE	168.98
CARD SERVICES	ADOBE ANNUAL PDF CONVERSIN SUBSCRIPTION	19.99
CARD SERVICES	APA MEMBERSHIP, APA, ICMA	2,372.00
CARD SERVICES	BOONDOCKS STAFF & PARTICIPANTS REFRESHMENTS	309.65
CARD SERVICES	CAKE/CPRA REGISTR, SIGNS, WAX REMOVER, CARD TABLES, PAINT	1,172.30
CARD SERVICES	COFFEE W/MAYOR/OTHER	75.30
CARD SERVICES	COLORADOAN SUBSCRIPTION	20.00
CARD SERVICES	CONCESSION SUPPLIES	200.00
CARD SERVICES	CONFERENCE REGS	695.59
CARD SERVICES	CORD TAPE	371.68
CARD SERVICES	CPRA CONF REG	289.00
CARD SERVICES	DOCUMENT WELD CO	0.75
CARD SERVICES	GEODETIC/PHOTOGRMETRIC WORKSHOP	90.00
CARD SERVICES	GIFT BAGS/LUNCH	36.31
CARD SERVICES	GRAVE MARKER	42.90
CARD SERVICES	INTERVIEW SNACKS/MEAL	75.88
CARD SERVICES	ISA-RMC CONF REGISTR	265.00
CARD SERVICES	KAYAK PADDLES	310.87
CARD SERVICES	LAKE PADDLE BOARD HOLDERS	592.36
CARD SERVICES	LEGAL GUIDE	30.00
CARD SERVICES	LOUPE/LASER POINTER	68.12
CARD SERVICES	LUNCH MEETING CSAFE, SUPPLIES	305.60

VENDOR	DESCRIPTION	AMOUNT
CARD SERVICES	MEMBERSHIP/DUES	182.00
CARD SERVICES	MPMA CONF REG	192.00
CARD SERVICES	NATL PAYROLL WEEK POSTER/SUPPLIES	27.92
CARD SERVICES	POOL KEY CHAINS	128.35
CARD SERVICES	POOL STAFF DINNER	219.52
CARD SERVICES	RECEIPT PRINTER PAPER	120.56
CARD SERVICES	RECRUITMENT ADS/INTERVIEW SUPPLIES	733.09
CARD SERVICES	REFERENCE BOOK	39.39
CARD SERVICES	REGIONAL MGRS MTG MEAL	326.19
CARD SERVICES	RESCUE MASK/SHIPPING	48.48
CARD SERVICES	SEASONAL APPREC LUNCH	93.48
CARD SERVICES	SENIORS DRIVER LUNCH	302.95
CARD SERVICES	SPONSOR APPREC EVENT SUPPLIES/DECOR	265.03
CARD SERVICES	SPRINGBROOK TRAIN/CLASS MEALS	191.48
CARD SERVICES	STYLUS PEN FOR SURFACE PRO TABLET	37.99
CARD SERVICES	SURVEY MONKEY SUBSCRIP RENEWAL	300.00
CARD SERVICES	TONER	40.98
CARD SERVICES	TOWN BOARD SNACKS/DINNER/PAPER GOODS	174.18
CARD SERVICES	TOWN SQUARE MEDIA-RADIO FOR SALSA ON 5TH	1,345.00
CARD SERVICES	TURF SEED	312.50
CARD SERVICES	WIRELESS MOUSE	23.99
CASH-WA DISTRIBUTING CO.	SPONSORSHIP FOOD EVENT FOR CONCERT, CONCESSIONS	414.80
CAVE CONSULTING GROUP	ROOFING CONSULTING SERVICES (HAIL DAMAGE)	24,249.00
CENTURY LINK	TELEPHONE	3,482.85
CHEMATOX LABORATORY INC	BLOOD TEST	20.00
CHEW MELISSA	PER DIEM CPRA CONF SEPT 16-19, NRPA	264.00
CIRSA	WORKMAN'S COMP CLAIMS	3,607.03
CITY OF GREELEY WATER DEPARTMENT	WATER PURCHASED	140,846.45
CLEAR WATER SOLUTIONS INC	KERN/WCSD RE4 KERN RESV	4,888.97
CO CODE PUBLISHING COMPANY	MUNICIPAL CODE SUPPLEMENT	4,152.85
COCA-COLA	CONCESSIONS SUPPLIES	1,503.95
COLORADO ANALYTICAL LABORATORY	LAB TESTING	15.00
COLORADO DEPARTMENT OF REVENUE	SALES TAX PAYABLE	462.00
COLORADO HEALTH MEDICAL GROUP	DOT PHYSICAL	130.00
COLORADOAN MEDIA GROUP	EMPLOYMENT ADS	382.70
COMCAST CABLE COMM. LLC	INTERNET	451.42
CONCRETE WORKS OF COLORADO	WATERLINE REPLACEMENT PRJT-ROADWAY	388,598.67
COREN PRINTING, INC.	PRINTING-WARNING NOTICES	297.00
COREN PRINTING, INC.	STAMP	22.00
COUNTRY JOHNS	PORTABLE RESTROOM SERVICE	907.83
DALE'S ENVIRONMENTAL SERVICES,	SEWER LINE INSPECTIONS	724.50
DANA KEPNER COMPANY, INC.	HYDRANT REPAIR PARTS	358.40
DATAPRINT SERVICES, LLC	JULY STATEMENT, ENVELOPES	16,103.31
DAVEY TREE EXPERT COMPANY	REMOVE TREE	1,320.00
DAVINCI SIGN SYSTEMS INC	REPLACE SIGNAGE PANELS BOARDWALK PARK PO# 072414-002	1,380.00
DBC IRRIGATION SUPPLY	SPRINKLER PARTS	653.65
DIGI PIX SIGNS	2 EXTERIOR SIGNS MUSEUM	97.00
DUNEHOO ANDREW	REIMBURSE FOR EMPLOYEE LUNCH, RELOCATION COSTS, CPRA	424.45
ECKHARDT JAY	CPRA CONF PER DIEM SEPT 16-19	93.00
ECONOMIC & PLANNING SYSTEMS, INC	PROF SVCSW JULY 2014	13,120.00
EDWARDS REFRIGERATION	CONCESSIONS FREEZER REPAIR - EASTMAN PARK	396.60
ENVIROPEST	PEST CONTROL	389.00
EWING IRRIGATION PRODUCTS INC	E-Z WET SOIL PEN, KING CLASSIC	107.08
FALCON ENVIRONMENTAL CORP	FILTER PARTS	201.79
FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	1,146.98
FASTENAL COMPANY	WASHERS FOR SCHOOL LIGHTS	17.43

VENDOR	DESCRIPTION	AMOUNT
FIVE STAR TIMING	LABOR DAY 5K TIMING	350.00
FLORES HUGO	TEEN NIGHT DJ 09/05/14	300.00
FORREST EDNA	REFUND FOR SENIOR CLASS CANCELLED	36.00
FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED-WINDSOR VAULT	63,012.05
FOTSCH TARA	CPRA CONF PER DIEM SEPT 16-19, PRIDE AWARD	143.00
FREY JOHN P	CONTRACT LEGAL SVCS	3,750.00
GARCIA PATTI	REIMB FOR CANDY FOR HARVEST FESTIVAL PARADE-TOWN BOARD	317.15
GARRETSON'S SPORT CENTER	PITCHING RUBBER	94.83
GENERAL AIR SERVICE AND SUPPLY CO	LIG. CO2.POOL, WELDING SUPPLIES	355.44
GLH CONSTRUCTION, INC.	CRNSTN/EASTMAN ROUNDABOUT CONSTR SVCS	610,956.46
GONOCO	WINDSOR'S CONTRIB RTA	50,000.00
GREELEY LOCK AND KEY	INSTALL LOCK @ DIAMOND VALLEY BALL FIELD, DOOR REPAIR	848.50
GREEN EARTH ENVIRONMENTAL INC	LAKEVIEW IRRIGATION RENOVATIONS	26,259.83
GREG YOUNG CONSTRUCTION	BELL TOWER REPAIR @ MUSEUM	280.00
GROGAN SEAN	VOLLEYBALL GAME FEES, LEAGUE FEES	23,105.00
GROUND ENGINEERING CONSULTANTS	TRAIL TESTING	2,290.50
H & H LOVELAND AUTO PARTS, LLC	SALES TAX REFUND #4771	64.62
HARBOR FREIGHT TOOLS	SHOVEL, WIRE STRIPPER, MALLET, PLANTER	36.96
HARRIS SPORTS. LLC	REPLACE STARTER ON BOAT	439.25
HENSLEY BATTERY LLC	BATTERIES	548.33
HIGH POINTE LAWN, LLC	ROADSIDE MOWING	1,025.00
HILLYARD INC	LINERS, TISSUE, PAPER TOWEL	1,383.06
HIRERIGHT SOLUTIONS INC	AUG 2014 BACKGRND CHECKS	2,935.22
HOME DEPOT USA, INC	BOOT TRAY, PAINT, LUMBER	154.20
HORIZON DISTRIBUTORS INC	DRIVER PULLEY	310.98
HORNBECK PAUL	PER DIEM APA CONF OCT 1-3 2014	136.00
HYDRO CONSTRUCTION COMPANY	3-MG WATER TANK CONSTRUCT PYMT	429,814.24
INTERSTATE ALL BATTERY OF FT C	BATTERIES	19.00
JAMES M. MOCK PLLC	REVIEW SVC PLAN	8,520.00
JAX INC.	UNIFORM	223.99
KAWAMURA KEN	PER DIEM FOR ISA NAT'L CONF SEPT 25-26	128.00
KENZ AND LESLIE DISTRIBUTING	ADDITIVES FOR FLEET VEHICLES	156.80
KIMBALL MIDWEST	DRILL BITS	376.88
KIMBALL MIDWEST	POWER PAK FOR BATTRIES	139.00
KING SOOPERS	SENIOR PATIO PICNIC, COFFEE CLUB, CONCESSION SUPPLIES	555.52
KINSCO, LLC	PD UNIFORM	179.97
KRAUS MATT	PER DIEM CPRA CONF SEPT 16-19	93.00
L AND M ENTERPRISES INC	MONTHLY LANDSCAPE MAINTENANCE	4,350.82
LARGE DOCUMENT SOLUTIONS	CANON MAINT CONTRACT, SCANNER ANNUAL MAINT	2,270.00
LARIMER COUNTY	DEPOSIT RETURN	250.00
LARIMER COUNTY CLERK AND RECORDER	FILING FEES	51.00
LARIMER COUNTY SALES AND USE TAX	LARIMER CTY USE TAX COLLECTIONS	10,646.27
LAWRENCE JONES CUSTER GRASMICK	LEGAL SVCS KERN	1,858.36
LEADER'S EDGE CONSULTING	STRATEGIC PLAN CONSULT	3,900.00
LIL FLOWER SHOP	FLOWERS FOR STAFF	94.95
LILEY, ROGERS, AND MARTELL LLC	LEGAL SVCS AUG 2014	504.00
LIND AND OTTENHOFF, LLP	LEGAL COUNSEL OIL & GAS	2,703.00
LL JOHNSON DISTRIBUTING CO.	CREDIT FOR RETURN PARTS, TAIL LIGHTS, CHALK & PAINT	870.89
LOUCKS, STACEY	REFUND CHECK	146.67
MAC EQUIPMENT INC.	CARBURETOR, RELAY SWITCHES, HOSE	2,304.89
MADSON KELLY	MINI TENNIS INSTRUCTION SEPT 2014	140.00
MAIL N COPY	MAILING, POSTAGE	1,411.89
MANNING MICHAEL E	MUNICIPAL COURT JUDGE SVCS	1,410.00
MANWEILER APPLIANCE	REFRIDGERATOR, WASHER FOR CRC	1,417.00
MANWEILER HARDWARE, INC	DOUBLE CUT KEYS, GLOVES & SOCKETS, PAINTER SUPPLIES	764.36
MATHERN PAUL	MOW FOR PD CASE	75.00

VENDOR	DESCRIPTION	AMOUNT
MCGREW BLAKE	PER DIEM ISA CONF SEPT	128.00
MELENDEZ KRISTIE	ONLINE STORAGE, GROUP CALENDAR	16.98
MICHAEL TODD AND COMPANY, INC.	SIGNS	503.80
MIKES DRIVING ACADEMY	DRIVING CLASS/PD CERTIF 10 STUDENTS	960.00
MILL BROTHERS LANDSCAPE & NURSERY INC	7TH ST TRAIL- SPRINKLER HEAD REPAIR	222.77
MILLER & COHEN, P.C. TRUST ACCOUNT	WAGE ASSIGNMENT	358.64
MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM	657.72
MOORE KELLY DIANE	AUGUST CHEER	1,690.50
MORRIS JUDY	MILEAGE REIMB POST OFFICE	22.54
MOSES KIRK	LABOR DAY 5K RACE MEDALS, TROPHIES	1,141.50
MOST DEPENDABLE FOUNTAINS, INC	PARTS FOR DRINKING FOUNTAIN-BOARDWALK	1,100.00
MOST DEPENDABLE FOUNTAINS, INC	VALVE BODY/HOSES	142.00
NAPA WINDSOR	CREDIT & IDLER PULLEY, NUTS & WASHERS, AIR FILTERS, COOLANT FI	787.62
NATIONAL METER AND AUTOMATION	BLUE MARKING PAINT	178.20
NCCG-NORTHERN COLORADO COMM GR	LEGAL NOTICE, EMPLOYMENT ADS	605.10
NEVE'S UNIFORMS, INC.	PD EQUIPMENT	750.00
NEWEGG INC	TONER	779.49
NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	49,202.94
NORTHERN COLORADO PAPER	FLOOR MATS & DUSTER REFILLS	657.88
NORTHERN COLORADO SURREY BIKES, LLC	SURREY BIKE COMMISSIONS	1,362.27
NYS CHILD SUPPORT PROCESSING C	WAGE ASSIGNMENT	690.00
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHV	BLOOD TEST	35.00
OFFICE DEPOT	OFFICE SUPPLIES	510.63
OLD NATIONAL BANK	ENERGY EFFICIENCY LEASE PURCHASE JULY 2014	6,910.82
OLHAVA JOSH	PER DIEM FOR APA CONF OCT 1-3, 2014	136.00
ORTOWSKI BEN	REFUND FOR SWEATS ORDERED (POOL)	45.00
PAWNEE GROUP THE	CAR WASH TOKENS	73.45
PAYFLEX SYSTEMS USA, INC.	MEDICAL SPENDING ACCT SEPT 2014	279.50
PENDLETON DEAN A	COOLANT TESTER & RULER	177.94
PERSONNEL SYSTEMS & SERVICES	PROJECT RESULTS DELIVERY	907.00
PETTY CASH	POSTAGE, FILING FEES, CHIEF'S ASSOC LUNCHEON	126.79
POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	25,170.01
POWER TO PLAY SPORTS LLC	FALL LEAGUE 2014 - 8 TEAMS PO# 061314-001	9,200.00
PUTNAM CAROL	MILEAGE REIMB CLASS	56.08
QUALITY DOOR, INC	INSTALL KEYLESS ENTRY	50.00
QUALITY DOOR, INC	GARAGE DOOR REPAIR & EASTMAN PARK	505.00
R.E. DAVIS CO	ANNUAL BLOWER SERVICE PROGRAM	1,740.00
RAU NICHOLS	REFUND CHECK	97.80
RED DOG SIGNS AND WRAPS	INSTALL DECALL ON NEW PATROL CAR	276.81
RESERVE ACCOUNT	POSTAGEMETER LOAD	5,000.00
REX OIL COMPANY	MINI BULBS, HEAD LAMP, OIL KITS, WINDOW WASHER FLUID	482.34
ROBERTS COLIN	TOWING HVST FEST PARADE	90.00
ROCKY MOUNTAIN CANVAS	BOOT FOR BOAT CANVAS	125.00
ROCKY MOUNTAIN POWER GENERATIO	6-MONTH GENERATOR SERVICE	595.00
S AND B PORTA-BOWL RESTROOMS	PORTABLE RESTOOMS, SALSA ON 5TH	352.00
SAFEBUILT COLORADO	CODE BOOKS	186.66
SAFEBUILT INC.	PERMIT FEES AUG 2014 REIMB	45,310.98
SAFEWAY, INC.	CAKE FOR RETIREMENT PARTY	57.49
SAI NORTH TEAM SPORTS	SOCCER BALLS	995.00
SAMS CLUB DIRECT	CONCESSIONS SUPPLIES	1,738.06
SCHMER ROBERT H	BAND FOR VOLGAFFEST	600.00
SCOTT BALLSTADT	PER DIEM FOR APA CONF OCT 1-3, 2014	136.00
SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE I	EASTMAN PHONE LINE INSTALLATION PO# 082214-004	4,614.52
SEACREST GROUP	LAB SAMPLE TEST	1,525.00
SECURITY AND SOUND DESIGN	QUARTERLY FIRE MONITORING CHARGES	510.00
SENTRY FIRE AND SAFETY	RECHARGE FIRE EXTINGUISHER	254.00

VENDOR	DESCRIPTION	AMOUNT
SHEPARD SIMONE	REFUND OF VARIANCE APP FEE	100.00
SON-HAUL, INC	METER RENTAL DEPOSIT REFUND	2,100.00
SPRADLEY BARR FORD, INC	BLIND DOOR	181.56
SPRINGBROOK SOFTWARE INC	UB CUSTOM IMPORTS-IMPLEMENTATION OF NEW SOFTWARE	5,700.45
STANDARD INSURANCE COMPANY	EMPLOYER PD LT/ST DISAB SEPT 2014	3,354.33
STANDARD INSURANCE COMPANY	EMPLOYER PD LONG/SHORT TERM DISABILITY OCT 2014	3,299.44
SUMMIT SUPPLY CO INC	10" & 24" WALL HYDRANT, WALL HYDRANT	1,544.87
T AND T TIRE OF WINDSOR, INC.	MOUNT & BALANCE TIRES, TIRES, ALIGNMENTS	1,565.73
TECHNIQUE DATA SYSTEMS, INC.	RENEWAL OF ANNUAL MAINTENANCE-CHECK SCANNER	566.50
TECHNOLOGY INTERNATIONAL, INC	TRAILER MOUNTED VACUUM EXCAVATION SYST	32,410.00
THE BIRDSALL GROUP	BLEMONT RIDGE PARK PJCT	1,520.00
THE WATER SHED LLC	GRASS TRIMMER, AIR FILTER HOUSING	312.27
TIRE CENTERS LLC	PURCHASE TURF TIRE, FLAT REPAIR	192.95
TOMETICH SCOTT	GECO IN THE ROCKIES CONF PER DEIM SEPT 21-26	224.00
TOWN OF ESTES PARK	CML DIST 2 MTG	60.00
TOWN OF WINDSOR MUNICIPAL COURT	REIMBURSE FOR COUR TFINES APPLIED TO UTILITY BILLING	200.00
TRAFFIC SIGNAL CONTROLS	FLASHER FOR SCHOOL LIGHTS	31.00
TRANE U.S. INC	REPLACE EXPANSION MODULE	2,599.77
UNGER KELLY	PER DIEM ICMA CONF SEPT13-17	192.00
UNISOURCE WORLDWIDE INC	FLOOR CLEANER & PADS	96.86
UNITED WAY OF WELD COUNTY	EMPLOYEE DONATION	30.00
UTILITY NOTIFICATION CENTER OF COLORADO	LOCATE TRANSMISSIONS	558.45
VARTEC TELECOM	FAX MACHINE TELEPHONE SVC	10.08
VERIZON WIRELESS SERVICES LLC	UTILITIES-TOWN BILLBOARDS, CELL PHONE SERVICE	1,510.18
VICTORY SALES, INC	ASB SUMMER LEAGUE/TOURNAMENT SHIRTS; PO #080414-006, TSHIRTS	7,000.78
VISION SERVICE PLAN	EMPLOYERS SHARE VISION 9/14	91.43
WARNER BOBBY	CPRA PER DIEM SEPT 16-19	118.00
WASTE MANAGEMENT OF COLORADO	RECYCLE SITE PULLS	1,615.51
WELD COUNTY CLERK AND RECORDER	FILING FEES	73.00
WELD COUNTY DRUG TASK FORCE	MUNICIPAL COURT COLLECTIONS AUG 2014	1,204.00
WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTOIN AUG 2014	679.00
WESTERN STATES LAND SERVICES I	CONSULT SVCS	447.20
WILLIS WADE	PER DIEM COSA CONF SEPT 15-17, CPRA CONF SEPT 16-19	156.00
WINDSOR AUTO REPAIR	FRONT BRAKE REBUILD UNIT 12	680.00
WINDSOR HARDWARE, LLC	TOWELS FOR EUFORQUESTRA BAND, CLEANING SUPPLIES, FASTNERS	500.64
WINDSOR HARVEST FESTIVAL PLANN	SALES TAX VENDOR FEE PYMT	74.53
WINDSOR HIGH SCHOOL	BASKETBALL CAMP- GIRLS	1,121.17
WINDSOR-SEVERANCE FIRE PROTECT	TOWN'S PORTION OF MUSEUM UTILITY EXPENSE	37.87
WIRELESS ADVANCED COMMUNICATIO	INSTALL PD LIGHTING/RADIO EQUIP UNIT 92	10,631.80
XCEL ENERGY	UTILITIES	51,121.83
XEROX CORPORATION	LEASE PAYMENT	2,899.17
ZEP SALES AND SERVICE	WASP AND HORNET SPRAY	87.69
ZEXHAGS INC.	JULY/AUG CLEANING - CRC	1,440.00
		2,280,373.52
	PAYROLL (wages/ 2 pay periods)	352,159.71
	TOTAL	\$ 2,632,533.23



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Scott Ballstadt, AICP, Chief Planner
Subject: Ordinance No. 2014-1481 Amending Chapter 16 of the Windsor Municipal Code for the purpose of adopting regulations for accessory dwelling units in residential zoning districts within the Town of Windsor
Item #s: C.1

Background:

At the August 25, 2014 regular meeting, the Town Board approved Ordinance No. 2014-1481 on first reading and a super-majority vote is required to approve on second reading.

Accessory Dwelling Units (ADUs) have become an increasingly popular concept in recent years due to a wide variety of factors. ADUs are considered an efficient "infill" development as they typically utilize existing water, sewer and street infrastructure. Additionally, declining household size; aging population; affordable housing options; and rental income for elderly or young homeowners are all examples of reasons why communities allow ADUs. Demand for accessory dwelling units is expected to increase in the near future as the baby boomer generation retires and a variety of housing options are needed.

Several jurisdictions in Colorado have adopted ADU regulations, including Fort Collins, Loveland, Longmont, Grand Junction, Boulder, Golden and Arvada, among others. The enclosed draft ordinance is modeled after the City of Arvada's ordinance pertaining to ADUs and is intended to ensure that an ADU is compatible with the surrounding neighborhood and to mitigate potential issues.

At the direction of the Planning Commission in early 2013, staff initiated research and worked with the Town Attorney to prepare a draft ordinance adopting regulations for ADUs. The Planning Commission and Town Board discussed ADUs at work sessions on June 6, 2013, September 18, 2013, September 23, 2013, December 2, 2013 and a joint work session of both boards on July 22, 2013.

Following Town Board consideration, Ordinance No. 2014-1473 failed on second reading on April 28, 2014 due to lack of a super majority vote as required by the Town Charter (please see enclosed excerpt of meeting minutes). However, at the May 12, 2014 work session, the Town Board directed staff to schedule further discussion of ADUs and at the subsequent July 7, 2014 Town Board work session staff was directed to schedule additional public hearings and consideration of the enclosed updated ordinance.

Discussion:

The enclosed ordinance has been revised in response to public comment and Town Board and Planning Commission comments received throughout the process, including:

- **Existing ADUs.** The ordinance specifically refers to legal nonconformity and clarifies that any existing, legal nonconforming ADU would not be subject to the new regulations. However, it also clarifies that any existing ADU that is not lawful will not be rendered lawful with the passage of this ordinance.
- **Home Occupations in the ADU.** Although the Arvada example and previous draft ordinance prohibited home occupations from taking place in the ADU, the revised ordinance will allow for home occupations within the ADU, subject to compliance with the home occupation requirements of Chapter 16, Article X of the Municipal Code.
- **Utilities serving the ADU.** ADUs are required to be served through the same water and sanitary sewer services of the principal dwelling unit.
- **Paved parking.** The ordinance requires an additional off-street parking space paved with asphalt or concrete for each ADU to address the concern that gravel parking areas may be proposed to meet the off-street parking requirement.
- **Size of the ADU.** Based on community and staff input and subsequent Town Board and Planning Commission direction, the minimum square footage of the ADU has been increased from a minimum of 200 square feet to 500 square feet and the maximum square footage has been increased to 950 square feet.
- **ADU Occupancy Limit.** This is the only section of the ordinance that has been changed from the previously considered Ordinance No. 2014-1473. The previous ordinance proposed a maximum occupancy of two (2) persons, however, the Town Board discussed concerns over this limitation based on the example of a young couple who give birth to a child and find themselves in violation of the maximum occupancy. The intent of the maximum occupancy limitation is to protect against overcrowding, parking and other issues and, after much consideration, the Town Board decided to increase the maximum occupancy limit to three (3) persons.

Community Input and Notification to Homeowner's Associations (HOAs) and metro districts:

The enclosed March 6, 2014 letter from Mr. Paul W. Harder, President of Harder Building and Development, Inc. proposed that the ordinance be revised to allow a maximum square footage of 950 square feet and the enclosed draft reflects this change which the Planning Commission and Town Board previously agreed upon.

Additionally, following direction from the first reading of Ordinance No. 2014-1473 at the April 14, 2014 Town Board meeting, staff created a page on the Town's website dedicated to ADUs and also emailed notice of the second reading, a copy of the ordinance and informational materials to the metro district and HOA contact lists on file. Only one metro district representative responded at that time and they indicated that they had no concerns with the ordinance.

One additional response was received following second reading of the original ordinance. Mr. Martin Lind, Water Valley Land Company, indicated support of the Town's consideration of ADUs but recommended that applications for ADUs be reviewed and approved by any respective HOA or metro district as well as the Town.

The proposed ordinance acknowledges private requirements as follows:

Section 16-33-20.(b) Compliance with Restrictive Covenants. If the parcel upon which an Accessory Dwelling Unit is proposed falls within the jurisdiction of a homeowners' association or similar covenant-based property owners' association, the requirements of this Article shall be considered minimum requirements. Any such association shall have the right to lawfully adopt more stringent standards for Accessory

Dwelling Units, including the outright prohibition of Accessory Dwelling Units, for any parcel within the regulatory authority of such association.

One of the primary purposes of the ADU ordinance is to outline the Town's criteria with which each ADU application must comply in order to provide an equal opportunity to property owners, as well as to establish a site plan process by which all ADUs will be reviewed. While the Town will not require HOA approval as a condition of ADU approval, the HOA may adopt more stringent standards for ADUs, as an HOA approval should also be firmly based upon adopted covenants and requirements that apply to all property owners within the applicable neighborhood.

In addition to notifications that were sent to HOAs and metro districts during consideration of the previous ordinance, a copy of the current ordinance and schedule was also sent to HOAs and metro districts in order to allow adequate time for them to compare the regulations to the private covenants, conditions and restrictions (CCRs) that their respective communities may have in place. Should they have concerns regarding the potential for ADUs in their neighborhood, they may consider implementing potential changes to their CCRs to address any areas of concern above and beyond the criteria addressed in the proposed ordinance.

Current Windsor Municipal Code

Chapter 16 (Zoning) of the Windsor Municipal Code defines *dwelling unit* as "a housekeeping unit designed and used for occupancy by a single individual or a family containing cooking, living, sleeping and sanitary facilities and having a separate entrance" and Section 16-8-40(b) of the code only allows for one principal residential structure on a lot.

Chapter 16 currently only allows for dwelling units as accessory uses in the commercial and industrial zoning districts. Those dwelling units are limited to residential quarters for the owner, proprietor, commercial tenant, employee or caretaker, located in the same building as the business in the commercial zoning districts and for residential quarters for guards and caretakers in the industrial zones. Accessory dwelling units are not allowed in residential zones.

Conformance with Comprehensive Plan: Accessory dwelling units are consistent with the following Housing Goals and Policies of the Comprehensive Plan:

Goals:

1. Promote an adequate supply and variety of safe and economically achievable housing products to meet the current and future needs of the community.
2. Maintain housing that represents a diversity of style, density and price to meet the needs of Windsor residents.

Policies:

10. Encourage infill development of suitable vacant lots within the Town while considering density, zoning, and compatibility of surrounding land uses.
11. Encourage and facilitate the development of housing which offers alternative choices in lifestyle such as townhouses, apartments and condominiums.

Conformance with Vision 2025: Accessory dwelling units are consistent with Vision 2025 Housing Quality and Diversity Goal 1: "Provide choices for housing in town, not just single family homes."

Relationship to Strategic Plan: Accessory dwelling units are consistent with Strategic Plan Vision #5: "Windsor residents enjoy a friendly community with housing opportunities, choices for leisure, cultural activities, recreation and mobility for all"

Recommendation:

Staff recommends that the Town Board approve the ordinance on second reading as presented.

Notification:

- Notice of August 6, 2014 Planning Commission public hearing published in July 18, 2014 Greeley Tribune
- Notice of August 25, 2014 Town Board public hearing published in July 18, 2014 Greeley Tribune
- Notice of both public hearings posted on Town website March 7, 2014
- Notice of August 6, 2014 Planning Commission meeting, August 25, 2014 Town Board meeting, draft ordinance and public process schedule were emailed to metro district and HOA contact lists on July 14, 2014

Attachments:

Draft ordinance
4/28/14 Town Board minutes excerpt
8/6/14 Planning Commission minutes excerpt
Draft ADU application packet including declaration of covenants
7/14/14 email and letter to metro district and HOA representatives
3/6/14 letter from Paul W. Harder, Harder Building and Development, Inc.

pc: Mr. Paul W. Harder, Harder Building and Development, Inc.
Mr. Jason Kingery, property owner
Mr. Martin Lind, President, Water Valley Land Company

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2014 - 1481

AN ORDINANCE AMENDING CHAPTER 16 OF THE *WINDSOR MUNICIPAL CODE* FOR THE PURPOSE OF ADOPTING REGULATIONS FOR ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONING DISTRICTS WITHIN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulations, including zoning requirements applicable to identified zoning districts within the Town; and

WHEREAS, the Town’s zoning districts include limitations on the number of permitted dwelling units on a given lot or parcel in those zoning districts in which single-family residential uses are permitted uses by right; and

WHEREAS, the evolution of sound land use planning and the need to accommodate residential uses of greater intensity calls for the Town to consider reasonable regulations allowing for the development of Accessory Dwelling Units (“ADU’s”) as a permitted accessory use within single-family lots, where appropriate; and

WHEREAS, the Town’s Planning Department has made recommendations to the Planning Commission and Town Board, which recommendations have been reviewed and considered in arriving at the terms of the within Ordinance; and

WHEREAS, the Town Board has given due consideration to the anticipated impacts of greater residential density, including traffic, parking, fire safety and public infrastructure; and

WHEREAS, the Town Board believes that the within Ordinance strikes a reasonable balance between the need for available housing alternatives and the public interest in preventing overcrowding, congestion and public safety concerns; and

WHEREAS, the Town Board wishes to amend the *Windsor Municipal Code* as set forth herein for the purpose of allowing ADU’s, subject to reasonable land use requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

Section 1. Chapter 16 of the *Windsor Municipal Code* shall be amended by the addition of a new Article XXXIII, which shall read as follows:

**ARTICLE XXXIII
ACCESSORY DWELLING UNITS**

Sec. 16-33-10. Statement of Intent.

The intent of this Article is to provide for accessory dwelling uses in areas within which single-family detached residential uses are permitted, while protecting the public health, safety and welfare through reasonable limitations on size, occupancy, density, and parking associated with such uses.

Sec. 16-33-20. General provisions.

Accessory Dwelling Units shall be permitted as an accessory use in conjunction with all single family detached dwellings in all zoning districts which permit single-family dwelling units as a permitted use, subject to the following conditions:

- (a) **Compliance with Development Standards and Building Codes.** Every Accessory Dwelling Unit shall meet the same development standards applicable to the principal dwelling unit. In addition, every Accessory Dwelling Unit shall meet all applicable municipal codes, building codes, residential codes, fire codes, and property maintenance codes. The application of these codes may render some property ineligible for Accessory Dwelling Unit approval.
- (b) **Compliance with Restrictive Covenants.** If the parcel upon which an Accessory Dwelling Unit is proposed falls within the jurisdiction of a homeowners' association or similar covenant-based property owners' association, the requirements of this Article shall be considered minimum requirements. Any such association shall have the right to lawfully adopt more stringent standards for Accessory Dwelling Units, including the outright prohibition of Accessory Dwelling Units, for any parcel within the regulatory authority of such association.
- (c) **Parking.** One (1) off-street parking space shall be required for an Accessory Dwelling Unit, which parking space shall be in addition to any parking otherwise required for the principle dwelling unit. The parking space required under this Section may be established in tandem with other required parking spaces. The parking space required under this Section shall be paved with asphalt or concrete.

- (d) **Accessory Dwelling Unit Size and Configuration.** Except as modified in sub-section 5 below, the living space of the Accessory Dwelling Unit shall be no larger than the living space of the principal dwelling unit on the subject lot or parcel, and shall not in any event exceed nine-hundred fifty (950) square feet. No Accessory Dwelling Unit shall be less than five-hundred (500) square feet, and all Accessory Dwelling Units shall be designed and configured as either studio, or one bedroom, or two bedroom units. Square footage calculations, as contained herein, exclude any related garage, porch or similar area.
- (e) **Unit Size Exception.** The limitations of sub-section 4 above shall not apply to Accessory Dwelling Units located within the footprint of an existing home as long as the living space of the Accessory Dwelling Unit is not larger than 50% of the entire principal dwelling unit, including the basement. For example, if a home has one-thousand (1,000) square foot of living space within the basement, an Accessory Dwelling Unit could be established in this space if the principal dwelling also contains at least one-thousand (1,000) square feet of living space.
- (f) **Unit Occupancy.** No more than three (3) persons shall occupy an Accessory Dwelling Unit.
- (g) **Number of Accessory Dwelling Units per Lot or Parcel.** Only one Accessory Dwelling Unit shall be allowed for each lot or parcel.
- (h) **Owner Occupancy.** The property owner, as reflected in the books and records of the County Clerk and Recorder, must occupy either the principal dwelling unit or Accessory Dwelling Unit. In the case of a corporation, limited liability company, trust or other owner entity, owner occupancy by a natural person shall be established by resolution or other formal declaration by the entity.
- (i) **Existing Development on Lot.**
1. **Certificate of Occupancy Required.** A single-family dwelling shall exist as the principal use on the lot or parcel, or shall be constructed in conjunction with the Accessory Dwelling Unit. A certificate of occupancy for an Accessory Dwelling Unit will only be granted after a certificate of occupancy has been granted to the principal dwelling unit on the lot or parcel.
 2. **Legal Nonconformity.** Nothing herein shall be construed to render lawful any dwelling unit in use which, at the time of its establishment, was not lawful. Nothing

herein shall require adherence to the requirements of this Article as applied to any dwelling unit which, at the time of its establishment, was lawful, unless such dwelling unit is proposed for expansion, modification or use different than that taking place at the time of the adoption of this Article.

3. **Utility Service Requirements.** With the exception of telephone, television, electrical and internet service, Accessory Dwelling Units must be served through the utility services of the principal dwelling unit and shall not have separate services.
4. **Limitations on Garage-space Accessory Dwelling Units.** Garage space dedicated for use in conjunction with an ADU shall not exceed two-hundred fifty (250) square feet.
5. **Prohibited Accessory Dwelling Units.** Mobile homes, travel trailers and recreational vehicles shall be prohibited for use as an Accessory Dwelling Unit.
6. **Minimum Lot Size.** No Accessory Dwelling Unit shall be permitted on a lot or parcel consisting of less than six-thousand (6,000) square feet.

Sec. 16-33-30. Types of Accessory Dwelling Units.

The following designations shall identify three (3) distinct types of Accessory Dwelling Units:

- (a) **Type I:** An Accessory Dwelling Unit which is detached from the principal dwelling unit and considered a separate dwelling unit under the Residential Code.
- (b) **Type II:** An Accessory Dwelling Unit located inside a single family dwelling whose occupants and the occupants of the principal dwelling unit do not live together as a single household unit. Type II Accessory Dwelling Units typically have a separate access from the principal dwelling unit. In this case, both the Accessory Dwelling Unit and the principal dwelling unit to which it is accessory are considered separate dwelling units under the Residential Code.
- (c) **Type III:** An Accessory Dwelling Unit located inside a single family dwelling whose occupants and the occupants of the principal dwelling unit live together as a single household unit and which is not locked off from the principal dwelling unit. In this case, the Accessory Dwelling Unit and principal dwelling unit shall be considered part of one (1) dwelling unit under the Residential Code.

Sec. 16-33-40. Design-related limitations, provisions.

Each Accessory Dwelling Unit proposed for any location shall be approved in the form of a site plan, which shall, in addition to any other required contents, contain the following:

(a) **Design.** To preserve the appearance of the single-family dwelling, Accessory Dwelling Units shall be designed in the following manner:

1. The design of the Accessory Dwelling Unit shall be compatible with the design of the principal dwelling unit by use of similar style, exterior wall materials, window types, door and window trims, roofing materials and roof pitch and colors.
2. If the entrance to the Accessory Dwelling Unit is visible from an adjacent street, it shall be designed in a manner as to be clearly subordinate to the entrance of the principal dwelling.
3. Windows which face an adjoining residential property shall be designed to protect the privacy of neighbors.

(b) **Outdoor Areas.** The site plan shall provide accessible outdoor space and landscaping for both the Accessory Dwelling Unit and the principal dwelling unit. The parking area required under Section 16-33-20 (c) shall be paved with asphalt or concrete.

Sec. 16-33-50. Home Occupations.

Home occupations may take place within any Accessory Dwelling Unit approved or lawful pursuant to this Article. However, home occupations taking place in any Accessory Dwelling Unit shall comply in all respects with the requirements of Chapter 16, Article X of this Code.

Section 16-33-60. Recorded Declaration of Restrictions Required.

As a condition of Accessory Dwelling Unit approval and condition of any building permit issued for or within an Accessory Dwelling Unit, the property owner shall record a declaration of restrictions with the Clerk and Recorder of the county in which the property is located. Such declaration of restrictions shall be in the form approved and maintained by the Zoning Official, and shall state that:

(a) The Declarant (at least one, if more than one) shall reside on the Property and such Property shall be the primary and permanent dwelling place of Declarant, excluding

temporary absences and temporary stays elsewhere, and said Property shall be and remain Declarant's place of legal residence

- (b) Ownership of the Accessory Dwelling Unit shall not be transferred separately from the principal dwelling unit, nor shall the lot or parcel upon which the Accessory Dwelling Unit is situated be subdivided.
- (c) The Accessory Dwelling Unit shall be restricted to the approved size, and shall not be expanded. Any modification of the approved Accessory Dwelling Unit site plan shall first be approved by the Town of Windsor.
- (d) The Certificate of Occupancy for the Accessory Dwelling Unit shall be in effect only so long as either the principal residence, or the Accessory Dwelling Unit, is occupied by the owner of record as a principal dwelling unit as required by Section 16-33-20 (h) above.
- (e) If the Accessory Dwelling Unit is approved as Type III, the Accessory Dwelling Unit shall not be locked off from the principal dwelling unit unless, prior to such action, the property owner has applied for and received approval for a change of designation to a Type II Accessory Dwelling Unit.
- (f) The above restrictions are binding upon any successor in ownership of the property.
- (g) Non-compliance with the declaration of restrictions may subject both the owner of the property and any Accessory Dwelling Unit occupant(s) to criminal prosecution and civil remedies, including but not limited to injunctive relief. The owner of the Property shall be liable for all Town expenses associated with civil remedies sought by the Town in association with the declaration of restrictions. The failure of the Town to pursue civil or criminal remedies shall not be deemed a waiver of any violations or noncompliance.
- (h) The declaration of restrictions shall lapse upon removal of the Accessory Dwelling Unit. To effect this intent, and upon verification of such removal, the Town shall execute documentation confirming release of the deed restriction. The property owner shall record the Town-executed documentation releasing the declaration of restrictions. The property owner shall pay all required recording fees, and shall provide satisfactory written evidence that such recording was successfully completed.
- (i) The declaration of restrictions, shall be perpetual and constitute covenants running with the land. The declaration of restrictions shall be binding upon the property owner, and the heirs, successors and assigns of the property owner, and all persons claiming under them.

- (j) Neither the declaration of restrictions, nor any of the specifics set forth or incorporated therein, shall be amended, terminated, or modified in any way without the written consent of the Town of Windsor, filed with the Clerk and Recorder of the county in which the property is located.

Sec. 16-33-70. Procedure for Accessory Dwelling Unit Approval.

The approval of each Accessory Dwelling Unit shall be governed by the following procedures:

- (a) The property owner shall file an application for approval with the Planning Department upon such forms as may be approved by the Zoning Official. Upon completion of Planning Department review, the Zoning Official shall either approve the application as presented, deny the application as presented or approve the application with conditions. The Zoning Official shall base the determination and any conditions upon the express requirements and limitations of this Article.
- (b) Any applicant aggrieved by the Zoning Official's determination pursuant to this Section shall have a right to appeal to the Board of Adjustment as provided in Sections 16-6-40 and 16-6-50 of this Code.
- (c) The determination of the Board of Adjustment pursuant to this Section shall be deemed final agency action for purposes of judicial review.

Section 2. *Windsor Municipal Code* Section 16-8-40 (b) is hereby repealed, amended and re-adopted to read as follows:

One (1) building per lot. Except as otherwise provided for multifamily dwellings, accessory dwelling units, and planned unit developments, only one (1) principal residence structure shall be permitted on a lot

Introduced, passed on first reading, and ordered published this 25th day of August, 2014.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



ACCESSORY DWELLING UNIT PACKET

TOWN OF WINDSOR
301 Walnut Street
Windsor, CO 80550

Office: 970-674-2415
Fax: 970-674-2456
www.windsorgov.com

Attached is a checklist and application form for an Accessory Dwelling Unit (ADU) application. It is used to apply for an ADU in a residential district on a single family residential lot, and requires full compliance with the conditions of the Town of Windsor's Municipal Code, as well as all applicable building codes. **Please allow a period of 2-4 weeks for processing.**

IMPORTANT: Private neighborhood covenants may apply and restrict your ability to construct an Accessory Dwelling Unit. The Town requires written approval from said association prior as part of the ADU Application materials. It is the responsibility of the property owner to determine if there are any covenants that may apply to and/or restrict an Accessory Dwelling Unit. The Town is not liable for any action that a property owner takes in contradiction to applicable neighborhood covenants.

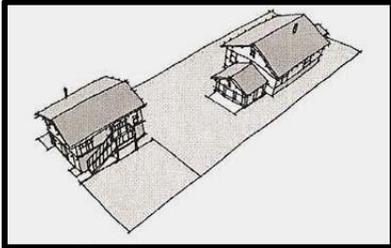
Please follow these steps in making your application:

1. Complete the ADU permit application packet, including all required documentation.
2. Attach a site plan (see example in packet), prepared by a Colorado Licensed Surveyor or Engineer showing:
 - Existing zoning and all uses adjacent to property;
 - Location of proposed ADU, the entrance and outdoor space;
 - Location and measurements of principal house and garage;
 - Location of all utilities and easements;
 - Lot size and lot coverage;
 - Front, rear and side setbacks;
 - Designated off street parking space for ADU;
 - Square footage of the home, garage and the ADU (separately);
 - Maximum number of people to reside in the ADU.
3. Include photos of the existing dwelling and building elevations of the proposed ADU.
4. Submit the completed ADU packet to the Planning Department. All required information shall be submitted electronically (PDF).
5. Once the above items are completed and submitted, the Planning Department will review the materials for completeness and distribute to the Town's Development Review Committee (DRC). The DRC is comprised of staff from all reviewing departments.
6. DRC staff will review the plans by the established review deadline and provide any comments or questions to the applicant to address.
7. Prior to final approval by Town staff, the applicant shall complete, have recorded with the clerk and recorder of the applicable county, and submit to the Planning Department the Declaration of Covenants (attached to this packet). Staff will notify the applicant when to execute said document.
8. When staff review is complete and all conditions are satisfied, the Planning Department will notify the applicant when the ADU application is approved.
9. Once an ADU application is approved, the Town may issue a Building Permit.

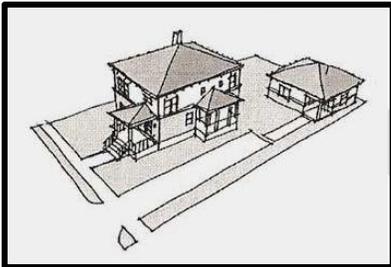
Accessory Dwelling Unit Types

Type I

An Accessory Dwelling Unit which is detached from the principal dwelling



Type I – detached ADU with alley access



Type I – detached ADU with front loaded access off the street

Type II

An Accessory Dwelling Unit with the following characteristics:

- Located inside a single family dwelling, or
- Attached to a single family dwelling.
- Whose occupants and the occupants of the principal dwelling do not live together as a single household unit.
- Typically have a separate access from the principal dwelling.
- Is locked off from the principal dwelling.

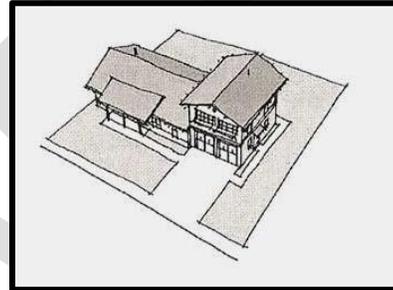
Both Type I and II Accessory Dwelling Units are considered a separate dwelling unit under the building code. All ADUs shall be required to meet all building and fire codes.

Type III

An Accessory Dwelling Unit with the following characteristics:

- Located inside a single family dwelling, or
- Attached to a single family dwelling.
- Whose occupants and the occupants of the principal dwelling live together as a single household unit.
- Is not locked off from the principal dwelling.

A Type III Accessory Dwelling Unit and principal dwelling shall be considered part of one dwelling unit under the building code.



Type II or III – attached ADU addition over a garage



ACCESSORY DWELLING UNIT CHECKLIST

TOWN OF WINDSOR
301 Walnut Street
Windsor, CO 80550

Office: 970-674-2415
Fax: 970-674-2456
www.windsorgov.com

(Please see Town of Windsor [Fee Schedule](#) for Application Fees)

TO BE COMPLETED BY APPLICANT

The following checklist is intended to provide an outline for applicants to ensure a complete submittal and to avoid processing delays due to inadequate information. Accessory Dwelling Unit (ADU) applications shall include all items listed in the following checklist. If an item is not checked as included in the submittal, a detailed narrative statement outlining reasons why the item has not been submitted shall be included. Lack of such statement or required item shall constitute an incomplete submittal and shall be rejected by the Town. Please see Chapter 16, Article ##### of the Town of Windsor Municipal Code (Code) for complete application requirements and regulations of an ADU. An ADU permit can only be granted after all conditions, listed below, are checked and initialed by a Planner.

Owner's Name: _____

Owner's Address: _____

SUBMITTAL REQUIREMENTS FOR AN ACCESSORY DWELLING UNIT APPLICATION:

Planning Checklist	Applicant Checklist	
_____	_____	• Conformance to the Town of Windsor Municipal Code.
_____	_____	• Narrative. A detailed narrative description for the ADU.
_____	_____	• A completed Accessory Dwelling Unit application with all applicable signatures. If signed by the authorized representative, written evidence of such authorization signed by the property owner shall also be submitted.
_____	_____	• ADU application fee consistent with the Town of Windsor Fee Schedule.
_____	_____	• Deed Restriction. A copy of the current recorded deed.
_____	_____	• Existing Development on Lot. A single-family dwelling must exist as a principal dwelling unit on the lot or be constructed in conjunction with the ADU. A certificate of occupancy will only be granted to an ADU after it has been granted to the principal dwelling unit.
_____	_____	• Site Plan. [Reference the attached sample site plan for an ADU]
_____	_____	• Design. ADUs shall be compatible with the design of the principal dwelling unit. Photos of the principal home shall be provided along with proposed elevations of the ADU (front and side elevations).
_____	_____	• If the parcel upon which the ADU is proposed falls within the jurisdiction of a homeowners' association or similar covenant-based property owners' association, this application shall include written approval of the ADU from said association. If the parcel upon which the ADU is proposed does not fall within the jurisdiction of such an association, the application shall include a written statement verifying such.



ACCESSORY DWELLING UNIT APPLICATION

TOWN OF WINDSOR
301 Walnut Street
Windsor, CO 80550

Office: 970-674-2415
Fax: 970-674-2456
www.windsorgov.com

TO BE COMPLETED BY APPLICANT

Accessory Dwelling Unit applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code (Code). The Town of Windsor Planning Department reserves the right to reject incomplete submittals. Please see the Code for submittal requirements.

PROPERTY OWNER (APPLICANT)
Owner's Name(s): _____
Company: _____
Address: _____
Primary Phone #: _____ Secondary Phone #: _____
Fax #: _____ Email: _____

OWNER'S AUTHORIZED REPRESENTATIVE:
Representative's Name: _____
Company: _____
Address: _____
Primary Phone #: _____ Secondary Phone #: _____
Fax #: _____ Email: _____

All correspondence will only be sent to the owner's authorized representative. It is the sole responsibility of the representative to distribute correspondence to the owner and other applicable parties, i.e. engineers, architects, surveyors, attorneys, consultants, etc.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Submitted this _____ day of _____, 20 _____

Applicant (please print)

Applicant's Representative (if any)

Applicant's Signature

Applicant's Representative Signature

TO BE COMPLETED BY APPLICANT

(Type or print in black ink)

Detached ADU _____ Attached ADU _____

Principle Dwelling Unit Address _____

Property Zoning _____

Lot _____ Block _____ Subdivision _____ Filing _____

Owner _____

Address _____

Phone _____ County _____

Contractor _____ License Number _____

Lot Width _____ Depth _____ Area _____ Lot Coverage (%) _____

Square Footage Of:

Lot _____ Principal Home _____ Fronts on (N/S/E/W) _____

Proposed ADU _____ Remaining Open Space _____

Garage(s) _____ Decks &/or Patios _____

Proposed ADU Maximum Residents: _____

Set Backs From Property Line (Circle Front):

Corner Lot? _____

North _____ South _____ East _____ West _____

Type of Heating System:

Forced Air _____ Hot Water _____ Radiant _____ Other _____

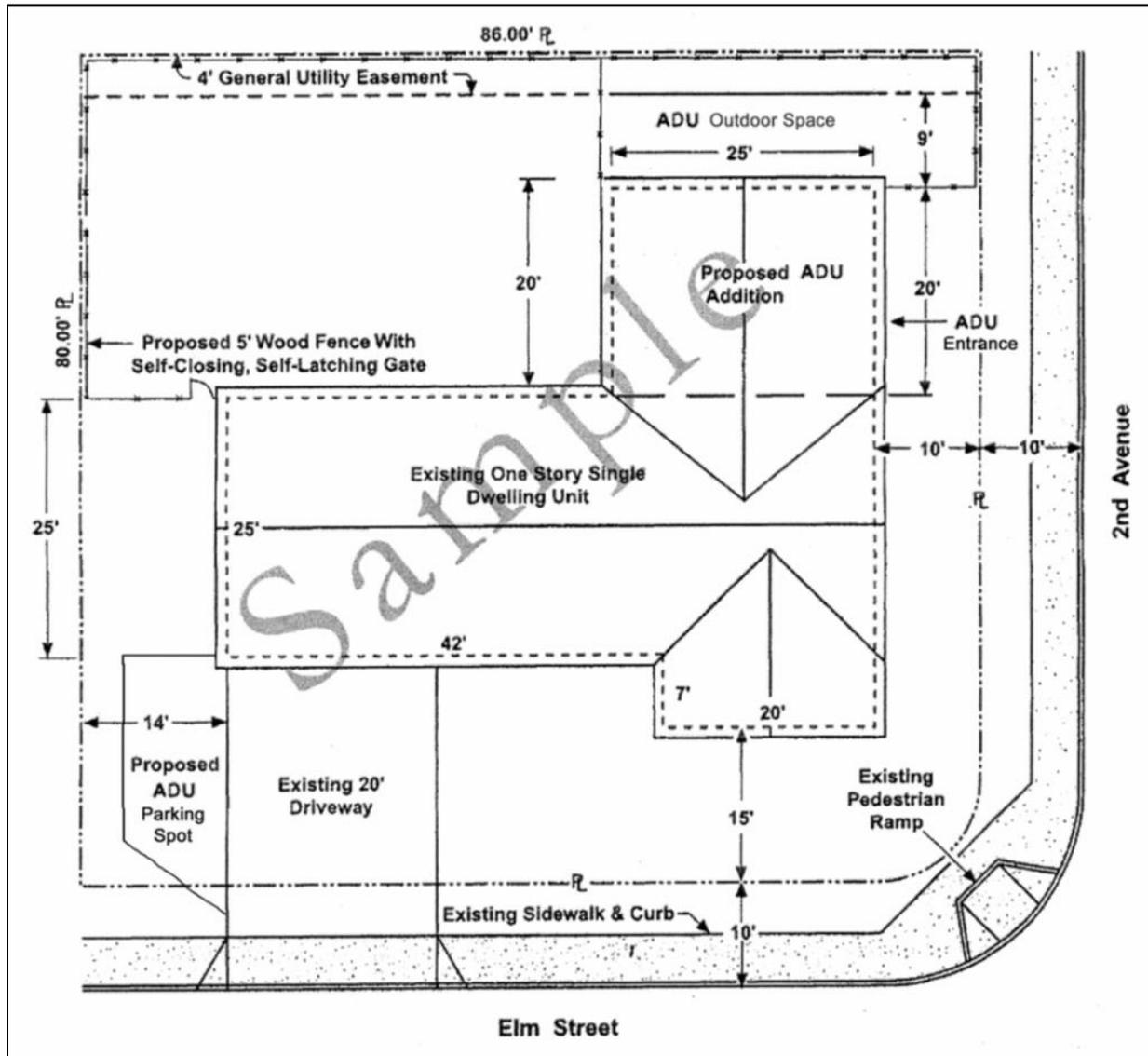
Heating System BTU _____ EFF % _____

Corridor Plan if applicable: _____

Historic Landmark (National, State or Local) if applicable: _____

Historic District if applicable: _____

Sample Site Plan for an ADU



When there is a change of use for a building, it is treated as a new building and must be upgraded to current code requirements for the proposed use, and a Certificate of Occupancy must be obtained. For an ADU each dwelling unit shall comply with the minimum life safety requirements adopted by the Town at the time of application. Both units shall comply with the all current adopted ordinances and Building Code.

Site Plan Submittal Documents

- Plans & elevations (including existing building) with structurals and floor plans
- Plot plans – 8 ½" x 11" or 11" x 17" max (on separate sheet from plans)
- Basement structural floor design and ventilation if needed
- Foundation plans, wet stamped by Colorado Engineer
- Heat calculations - one for each unit ACCA compliant Manual J and D
- Fixture count sheet
- Soils report

**NOTICE: THIS INSTRUMENT AFFECTS THE USE AND DEVELOPMENT
OF
THE REAL PROPERTY DESCRIBED HEREIN**

**DECLARATION OF RESTRICTIVE COVENANTS
PURSUANT TO WINDSOR MUNICIPAL CODE CHAPTER 16, ARTICLE XXXIII**

This Declaration of Restrictive Covenants (“Declaration”) is made and presented on this ____ day of _____, 20 __, by the undersigned Declarant.

WHEREAS, Declarant is the owner of certain real property (“Property”) located in the Town of Windsor, County of _____, State of Colorado legally described as follows:

and

WHEREAS, Declarant has applied to and received approval from the Town of Windsor Planning Department for an Accessory Dwelling Unit (“ADU”) within the Property pursuant to Chapter 16, Article XXXIII of the Windsor Municipal Code; and

WHEREAS, Declarant desires to enhance the quality, value, desirability and attractiveness of the Property, and to ensure compliance with all applicable provisions of the Windsor Municipal Code pertaining to Accessory Dwelling Units.

NOW THEREFORE, Declarant hereby voluntarily declares that the Property shall be owned, held, transferred, conveyed, sold, leased, rented, pledged, encumbered, used, occupied, maintained, altered and improved subject to the following covenants, conditions, restrictions, and other provisions set forth herein, all of which shall run with the title to such right , title or interest in the Property, or any part thereof:

1. The Declarant (at least one, if more than one) shall reside on the Property and such Property shall be the primary and permanent dwelling place of Declarant, excluding temporary absences and temporary stays elsewhere, and said Property shall be and remain Declarant’s place of legal residence.
2. Ownership of the ADU shall not be transferred separately from the principal dwelling unit, nor shall the Property be subdivided.
3. The ADU shall be restricted to the approved size, and shall not be expanded. Any modification of the approved ADU site plan shall first be approved by the Town of Windsor.
4. The Certificate of Occupancy for the ADU shall be in effect only so long as either the principal residence, or the ADU, is occupied by the owner of record as a principal dwelling unit as required by Section 16-33-20 (h) of the Windsor Municipal Code.

5. If the ADU is approved as a Type III ADU under Section 16-33-30 of the Windsor Municipal Code, the ADU shall not be locked off from the principal dwelling unit unless, prior to such action, the property owner has applied for and received approval for a change of designation to a Type II ADU.
6. The above restrictions are binding upon any successor in ownership of the Property.
7. Noncompliance with this Declaration may subject both the owner of the Property and any ADU occupant(s), to criminal prosecution and all civil remedies, including but not limited to injunctive relief. The owner of the Property shall be liable for all Town expenses associated with civil remedies sought by the Town in association with this Declaration. The failure of the Town to pursue civil or criminal remedies shall not be deemed a waiver of any violations or noncompliance.
8. This Declaration shall lapse upon removal of the ADU. To effect this intent, and upon verification of such removal, the Town shall execute documentation confirming release of this Declaration. The Property owner shall record the Town-executed documentation releasing this Declaration. The Property owner shall pay all required recording fees, and shall provide satisfactory written evidence that such recording was successfully completed.
9. This Declaration shall be perpetual and constitute covenants running with the land. This Declaration shall be binding upon the Property owner, the heirs, successors and assigns of the Property owner, and all persons claiming under them.
10. Neither this Declaration, nor any of the specifics set forth or incorporated herein, shall be amended, terminated, or modified in any way without the written consent of the Town of Windsor, filed with the Clerk and Recorder of the county in which the Property is located.

DECLARANT:

Printed Name:

Printed Name:

Scott Ballstadt

From: Scott Ballstadt
Sent: Monday, July 14, 2014 4:12 PM
To: Scott Ballstadt
Subject: Town of Windsor Accessory Dwelling Unit (ADU) ordinance
Attachments: 7-14-14 ltr to HOA & metro district reps.pdf; ADU OVERVIEW.pdf; 7-8-14 DRAFT ADU ordinance.pdf

Dear Managers and Representatives of Homeowners' Associations and Metropolitan Districts:

As you may recall from previous notification from the Town, the enclosed ordinance proposes to allow Accessory Dwelling Units (ADUs) to be constructed in zoning districts which permit single-family dwelling units as a permitted use, subject to all of the criteria outlined in the ordinance. This ordinance is currently scheduled as follows:

August 6, 2014	Planning Commission public hearing and recommendation
August 25, 2014	Town Board public hearing and 1 st reading
September 8, 2014	Town Board adoption on 2 nd reading

You are being notified of this ordinance and schedule to provide you with adequate time to compare these regulations to the private covenants, conditions and restrictions (CCRs) that your respective communities may have in place. Should you or your residents have any concerns regarding the potential for ADUs in your neighborhood, you may wish to consider implementing potential changes to your CCRs that address any areas of concern above and beyond the criteria addressed in the proposed ordinance.

Please feel free to contact me if you have any questions regarding the proposed ordinance, schedule or other matter.

Sincerely,

Scott Ballstadt, AICP

Chief Planner
Town of Windsor | Planning
301 Walnut Street | Windsor, CO 80550
Dir: 970-674-2411 | Off: 970-674-2400 | Fax: 970-674-2456
sballstadt@windsorgov.com
www.windsorgov.com

Follow Us www.windsorgov.com/socialmedia



Date: July 14, 2014

To: Managers and Representatives of Homeowner's Associations and Metropolitan Districts within the Town of Windsor, Colorado

From: Scott Ballstadt, AICP, Chief Planner
Town of Windsor

RE: Ordinance Adopting Regulations for Accessory Dwelling Units in Residential Zoning Districts within the Town of Windsor

Dear Managers and Representatives of Homeowners' Associations and Metropolitan Districts:

As you may recall from previous notification from the Town, the enclosed ordinance proposes to allow Accessory Dwelling Units (ADUs) to be constructed in zoning districts which permit single-family dwelling units as a permitted use, subject to all of the criteria outlined in the ordinance. This ordinance is currently scheduled as follows:

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August 25, 2014	Town Board public hearing and 1 st reading
September 8, 2014	Town Board adoption on 2 nd reading

You are being notified of this ordinance and schedule to provide you with adequate time to compare these regulations to the private covenants, conditions and restrictions (CCRs) that your respective communities may have in place. Should you or your residents have any concerns regarding the potential for ADUs in your neighborhood, you may wish to consider implementing potential changes to your CCRs that address any areas of concern above and beyond the criteria addressed in the proposed ordinance.

Please feel free to contact me if you have any questions regarding the proposed ordinance, schedule or other matter.

Sincerely,

A handwritten signature in black ink that reads "Scott Ballstadt".

Scott Ballstadt, AICP
Chief Planner

encl: draft ordinance

Harder Building and Development, Inc.

Scott Ballstadt, Chief Planner
Town of Windsor

March 6, 2014

Scott,

Thanks for the opportunity to comment on the new ADU Ordinance that the Town of Windsor is proposing. I am currently working on a project located at 718 Walnut St. in Windsor and my clients have the desire to build a separate living quarters on the property. The proposed ADU Ordinance would allow them this possibility.

I have attached a preliminary floor plan for the ADU structure that my clients would like to build. As you can see it is a very efficient plan of 906 sq.ft. and this leads me to my request. My clients and myself would like to propose that the ADU Ordinance would allow an ADU of up to 950 sq.ft. I feel that this would give landowners the flexibility to maximize their property without going overboard. Of course each request for an ADU would have many different factors involved and the Ordinance address these. Size is one of these factors and is probably the most important from the landowners perspective.

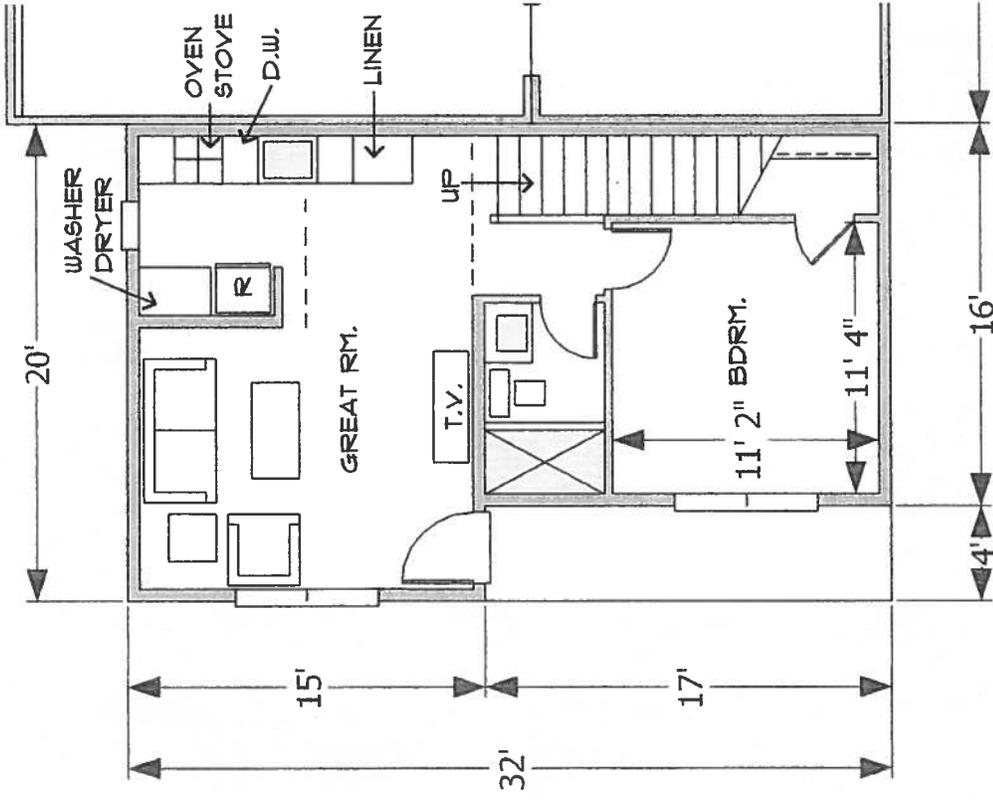
Again, thank you for the opportunity to interject my perspective on this matter. My clients and I look forward to the adoption of this ordinance and would offer our time and perspective during this process if needed.

Sincerely,



Paul W. Harder, President
Harder Building and Development, Inc.

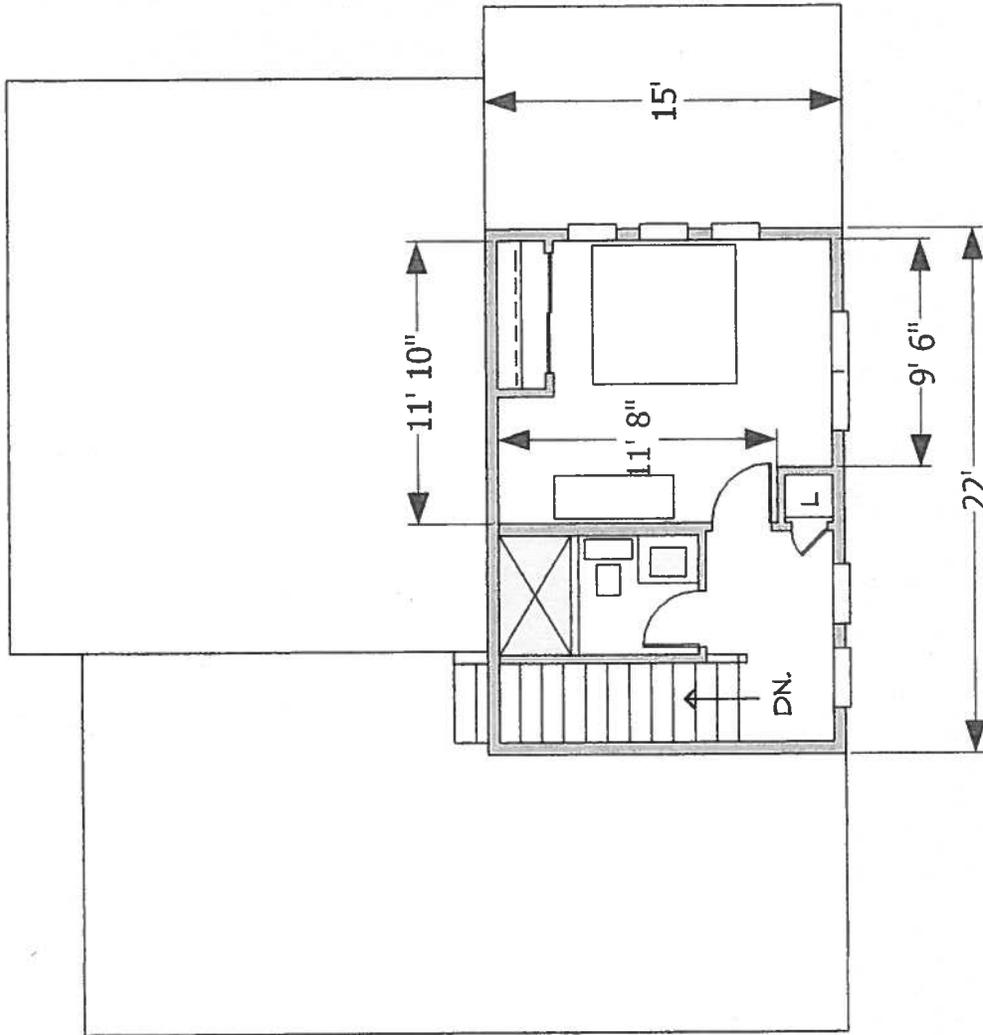
5164 Shavano Court, Windsor, CO 80550 Ph. 970.539.0825
Email: pwhpdh9@mesanetworks.net



GUEST HOUSE

5T2 MAIN
330 UPPER

902 SQ.FT.



UPPER FLOOR 1/8"=1'-0"

TOWN OF WINDSOR

ORDINANCE NO. 2014 – 1483

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY PURSUANT TO THE ENCLAVE ANNEXATION POWERS GRANTED MUNICIPALITIES UNDER THE COLORADO MUNICIPAL ANNEXATION ACT OF 1965

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority vested by Colorado law; and

WHEREAS, the power to annex enclaves is specifically granted to municipalities under Section 31-12-106, C.R.S.; and

WHEREAS, the real property (“Property”) described in the attached **Exhibit A** has been entirely surrounded by Town-annexed property for more than three years; and

WHEREAS, the Property qualifies for annexation by ordinance under Section 31-12-106, C.R.S, and Section 30(1) (c) of Article II of the Colorado Constitution; and

WHEREAS, the Town Clerk has published notice of the within Ordinance as required by Section 31-12-106, C.R.S.; and

WHEREAS, the Town Board has concluded that annexation of the Property is a proper exercise of municipal powers.

NOW, THEREFORE, be it ordained by the Town Board for the Town of Windsor, Colorado, as follows:

1. The foregoing recitals are incorporated herein as if set forth fully.
2. The real described in the attached Exhibit A, the contents of which are incorporated herein as if set forth fully, is hereby annexed pursuant to Section 31-12-106, C.R.S.
3. The Property shall henceforth be known as the “Pace Annexation to the Town of Windsor”.
4. The Town Clerk is hereby directed to comply with the filing requirements of Section 31-12-113 (2) (a), C.R.S.

Introduced, passed on first reading, and ordered published this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 27th day of October, 2014.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Public Hearing and Resolution No. 2014-62 – Final Major Subdivision Plat for the Brunner Farm Subdivision, Tenth Filing – Cary St. Onge, Windsor CAS, LLC, applicant; Mary B. Wohnrade, Wohnrade Civil Engineers, Inc., applicant's representative
Location: The intersection of Grand Avenue and Prospector Street; and Canal Drive and Prospector Street
Item #: C.3.C.4

Background:

Mr. Cary St. Onge, Windsor CAS, LLC, represented by Ms. Mary Wohnrade, Wohnrade Civil Engineers, Inc., has submitted a final major subdivision plat, known as the Brunner Farm Subdivision, Tenth Filing. The subdivision encompasses approximately 3.302 acres and is zoned Residential Mixed Use (RMU). The subdivision includes a total of 14 single family residential lots. The single family residential lot sizes range from approximately 7,000 square feet, up to 16,000 square feet, due to the unique orientation and depth of some of the lots.

The applicant held a neighborhood meeting on Thursday, May 1, 2014 in accordance with Chapter 16, Article XXXI of the Municipal Code. A summary of those notes from the neighborhood meeting are enclosed in this packet. Concerns were raised by the neighbors regarding the availability of non-potable water for landscaping and the future designs of these homes. Those questions were addressed during the meeting and with a follow-up conversation between Ms. Wohnrade and Mr. Williams (the District Manager of the New Windsor Metropolitan District Board of Directors). At their June 4, 2014 regular meeting, the Planning Commission approved the preliminary subdivision plat. No concerns or issues were raised during that meeting.

Conformance with Comprehensive Plan: The application is consistent with the following Socioeconomic Conditions and Housing goals and policies of the Comprehensive Plan:

Goals:

4. *Promote an adequate supply and variety of safe and economically achievable housing products to meet the current and future needs of the community.*

Policies:

3. *Encourage the development of housing environments which are sensitive to noise, traffic and established public facilities, and which will complement the area's terrain, vegetation and other natural resources.*

The application is consistent with the following Overall Land Use goals and policies of the Comprehensive Plan:

Goals:

1. *Promote the development of Windsor in an orderly manner that will provide a well-balanced land use pattern which will provide for the efficient and effective ongoing extension of public services and facilities.*

Policies:

1. *Growth will be directed to areas within the Town of Windsor's GMA. This growth will occur in accordance with the land use depiction, and the growth management guidelines of the Town's Comprehensive Plan.*

The application is consistent with the following Residential Land Use goals and policies of the Comprehensive Plan:

Goals:

1. *To protect the character and quality of the residential areas in Windsor.*

Policies:

4. *All future growth should occur in accordance with directions set forth in the Land Use Plan. Emphasis should be placed on promoting residential developments in vacant and underutilized areas which are either already annexed or are contiguous to the existing corporate limits and are easily served with public utilities.*

Conformance with Vision 2025: The application is consistent with the Growth and Land Use Management elements of the Vision 2025 document.

Notification: The following notifications were completed in accordance with the Municipal Code:

A neighborhood meeting was held on Thursday, May 1, 2014. Notifications for this meeting were as follows:

- April 9, 2014 - affidavit of notification letters mailed to the adjacent property owners
- April 13, 2014 - notices published in the newspapers

Public Hearing notifications for the Planning Commission and Town Board public hearings were as follows:

- September 15, 2014 – property posted with a notification sign
- September 15, 2014 – legal notice posted on the Town of Windsor website
- September 19, 2014 – affidavit of letters mailed to the adjacent property owners
- September 19, 2014 – legal ad published in the Tribune

Recommendation: At their October 01, 2014 regular meeting, the Planning Commission forwarded a recommendation of approval of the Brunner Farm Subdivision, 10th Filing, final major subdivision plat and Resolution No. 2014-62 to the Town Board, subject to the following conditions, and staff concurs with this recommendation:

1. All subdivision requirements shall continue to be met.

Enclosures: application materials
Resolution No. 2014-62
neighborhood meeting notes
staff PowerPoint presentation

pc: Cary St. Onge, Windsor CAS, LLC, applicant
Mary B. Wohnrade, Wohnrade Civil Engineers, Inc., applicant's representative
Town staff

TOWN OF WINDSOR PLANNING DEPARTMENT
301 Walnut Street, Windsor, CO 80550
Phone: 970-674-2415; Fax: 970-674-2456

For office use only:
Project ID No.

LAND USE APPLICATION FORM

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code (Code). The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the Code for submittal requirements.

APPLICATION TYPE:

- ANNEXATION
- MASTER PLAN
- REZONING
- MINOR SUBDIVISION
- LOT LINE ADJUSTMENT
- MAJOR SUBDIVISION
- SITE PLAN
- ADMINISTRATIVE SITE PLAN
- SITE PLAN - Qualified Commercial or Industrial (Fast Track)

STATUS:

- (for MAJOR SUBDIVISIONS and SITE PLANS only)
- Preliminary
 - Final

PROJECT NAME*: Brunner Farm Subdivision Tenth Filing - Major Subdivision

LEGAL DESCRIPTION*: NW 1/4 SE 1/4 Section 17, Township 6 N, Range 67 W, 6th PM, Town of Windsor

PROPERTY ADDRESS (if available): _____

PROPERTY OWNER (APPLICANT):	
Owner's Name(s)*: <u>Cary St. Onge</u>	
Company: <u>Windsor CAS, LLC</u>	
Address*: <u>P.O. Box 1031; Boulder, CO 80306</u>	
Primary Phone #*: <u>(303) 927-8489</u>	Secondary Phone #: _____
Fax #: <u>(720) 259-1519</u>	E-Mail*: <u>sail360cas@hotmail.com</u>

OWNER'S AUTHORIZED REPRESENTATIVE:	
Representative's Name: <u>Mary B. Wohnrade</u>	
Company: <u>Wohnrade Civil Engineers, Inc.</u>	
Address: <u>11582 Colony Row; Broomfield, CO 80021</u>	
Primary Phone #: <u>(720) 259-0965</u>	Secondary Phone #: _____
Fax #: <u>(720) 259-1519</u>	E-Mail: <u>mary@wcecivil.com</u>

All correspondence will only be sent to the owner's authorized representative. It is the sole responsibility of the representative to distribute correspondence to the owner and other applicable parties, i.e. engineers, architects, surveyors, attorneys, consultants, etc.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

M. Wohnrade 8/4/2014
Signature: Owner or Owner's Authorized Representative** Date

**Proof of owner's authorization is required with submittal if signed by Owner's Authorized Representative.

Mary B. Wohnrade
Print Name(s)
Major Subdivision Application and Checklist
Page 6

*Required fields
Revised 11/8/2013

TOWN OF WINDSOR

RESOLUTION NO. 2014-62

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING THE FINAL PLAT FOR THE BRUNNER FARM SUBDIVISION 10TH FILING IN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality, with all powers and authority vested in accordance with Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulation, the purpose of which is the protection of the public health, safety and welfare; and

WHEREAS, the Brunner Farm Subdivision 10th Filing (“Subdivision”) proposes to subdivide land located within the Town; and

WHEREAS, the owner/developer of the Subdivision has presented the Town with the Brunner Farm Subdivision 10th Filing Final Subdivision Plat (“Subdivision Plat”), a reduced copy of which is attached hereto for reference purposes, and is designated “Exhibit A”; and

WHEREAS, the proposed Subdivision Plat has been presented to the Windsor Planning Commission, and has received a written recommendation for approval by the Town Board; and

WHEREAS, the proposed Subdivision Plat and has been the subject of a public hearing and has been reviewed by the Town Board in accordance with applicable planning criteria.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD FOR THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. Pursuant to *Windsor Municipal Code* Section 17-4-20 (e), the Subdivision Plat for the Brunner Farm Subdivision 10th Filing is hereby approved.
2. The owner/developer is hereby instructed to comply with all post-approval requirements of Chapter 17, Article IV of the *Windsor Municipal Code* within thirty (30) days.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



Meeting Summary

Wohnrade Civil Engineers, Inc.

11582 Colony Row, Broomfield, Colorado 80021
Phone: (720) 259-0965
Fax: (720) 259-1519

Project: Brunner Farm Subdivision Tenth Filing
Windsor, Colorado

To: Josh Olhava, Town of Windsor

From: Mimi M. Short, P.E.

Neighborhood Meeting Summary

Purpose: To answer questions and receive comments from meeting attendees.

Location: Windsor Community Recreation Center - 250 North 11th Street
Windsor, Colorado

Date: 5/1/14

Time: 6:00pm-7:00pm

Attendees:

Mary Wohnrade, P.E., Wohnrade Civil Engineers, Inc.

Mimi Short, P.E., Wohnrade Civil Engineers, Inc.

Todd Hodges, Todd Hodges Design

Josh Olhava, Associate Planner, Town of Windsor

11 residents including:

- Michael K. Doonan
- Dana Doonan
- Shawn R. Logan
- Melissa Smalley
- Colin Smalley
- Shelley Paul
- Anthony Perea
- Mikaela Perea
- Susan Salabay
- Richard Sutton
- Gisela Sutton



Summary of Comments:

1. Will new home architectural styles be consistent with existing neighborhood homes? Will the new development adhere to the existing covenants and HOA rules?

Response: The builder/developer has not yet provided architectural plans, however, we believe all architectural standards will be adhered to.

Wohnrade Civil Engineers followed up with a telephone call to John Paul Williams, District Manager of the New Windsor Metropolitan District Board of Directors. His response was that the Board maintains authority over the covenants, conditions and restrictions governing the community. The Design Review Committee established by the Board is responsible for enforcing all landscaping, fencing and architectural design, and they have the authority to allow or disallow submissions made by builders. The Board expects to fully review plans of all new homes and, at the DRC's discretion will either approve or reject submissions.

2. Will the new development have irrigation water restrictions similar to the existing development? Residents are concerned about the quantity of irrigation water available.

Response: We are unfamiliar with how the irrigation system was designed, but will verify that there is adequate water to serve the new lots.

Wohnrade Civil Engineers followed up with a telephone call to John Paul Williams, District Manager of the New Windsor Metropolitan District Board of Directors. His response was that the New Windsor Metropolitan District has plenty of water, as verified through multiple reviews, a Service Plan, a pond expansion in 2009, and verified water shares. The reviews and expansion were enough for the Town to build two parks along with the anticipated 54 (zoned) multi family units and whatever open space would have been associated with the development.

Mr. Williams said residents are invited to monthly board meetings and are informed via email and newsletters about the District operations. They are invited to contact the District at any time with questions.

3. Increased truck traffic from construction activities will damage streets and create a potential hazard to children.

Response: The Town of Windsor maintains all roads, and will make necessary repairs if necessary. If there is currently damage to streets in your neighborhood, you can make a complaint to the Town and they will address it.

We did not address the hazard to children from increased traffic because the discussion quickly shifted, and is essentially beyond out control (see comment 4).

4. Construction activities and foundation excavations will be a potential hazard to children.

Response: We agreed to add chain link perimeter fencing to the construction plans.



BRUNNER FARM SUBDIVISION TENTH FILING

FINAL MAJOR SUBDIVISION

Josh Olhava, Associate Planner
October 13, 2014

Town Board

Item C.3.C.4



MAJOR SUBDIVISION

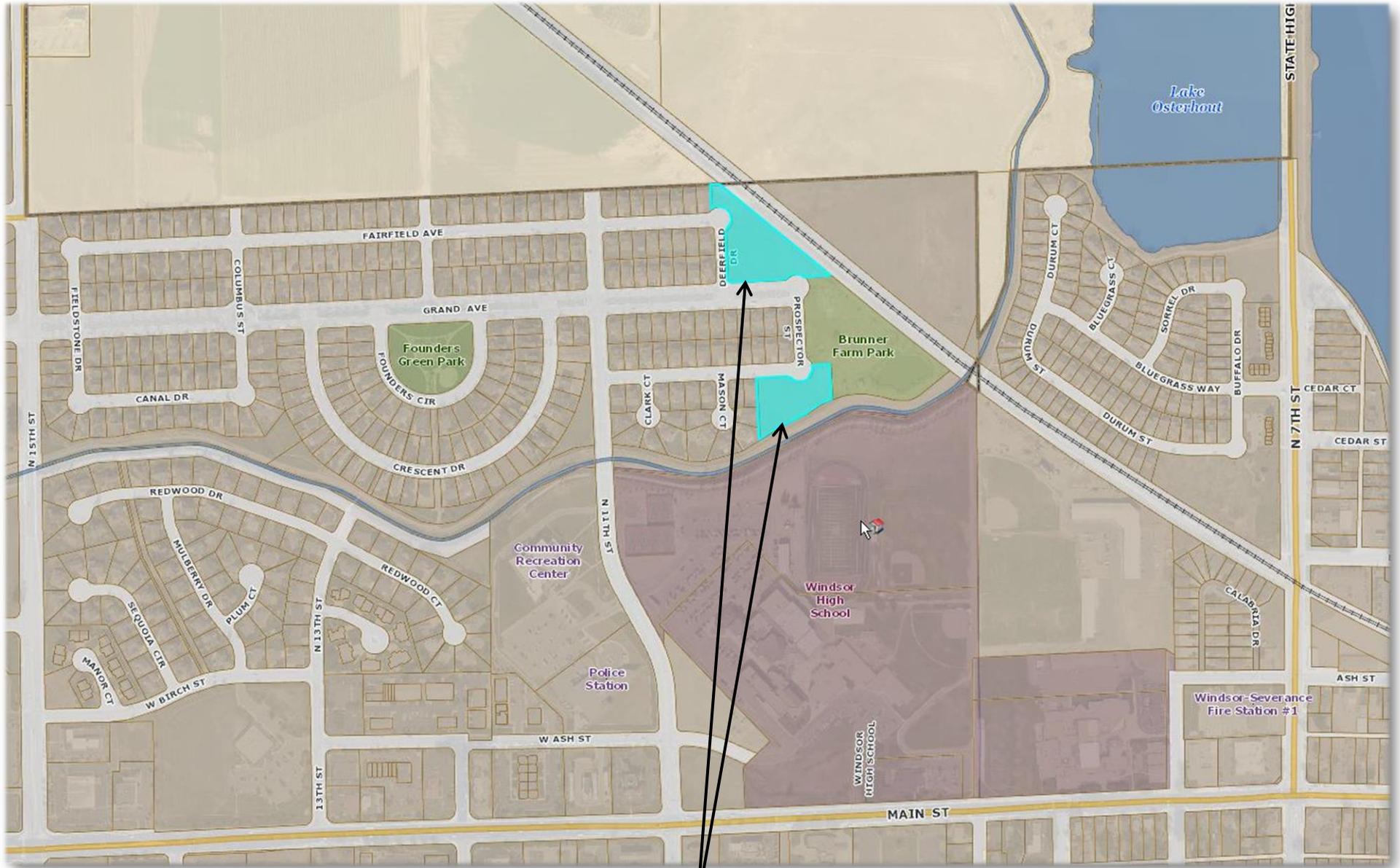
Article IV of Chapter 17 of the Municipal Code outlines the purposes of the Major Subdivision process, including:

Sec. 17-4-10. Purpose.

The purposes of the major subdivision procedure are:

- 1) To divide or reconfigure a parcel or parcels of land into six (6) or more parcels, sites or lots for the purpose, whether immediate or future, of transfer of ownership or building development.*

SITE VICINITY MAP



Site Location

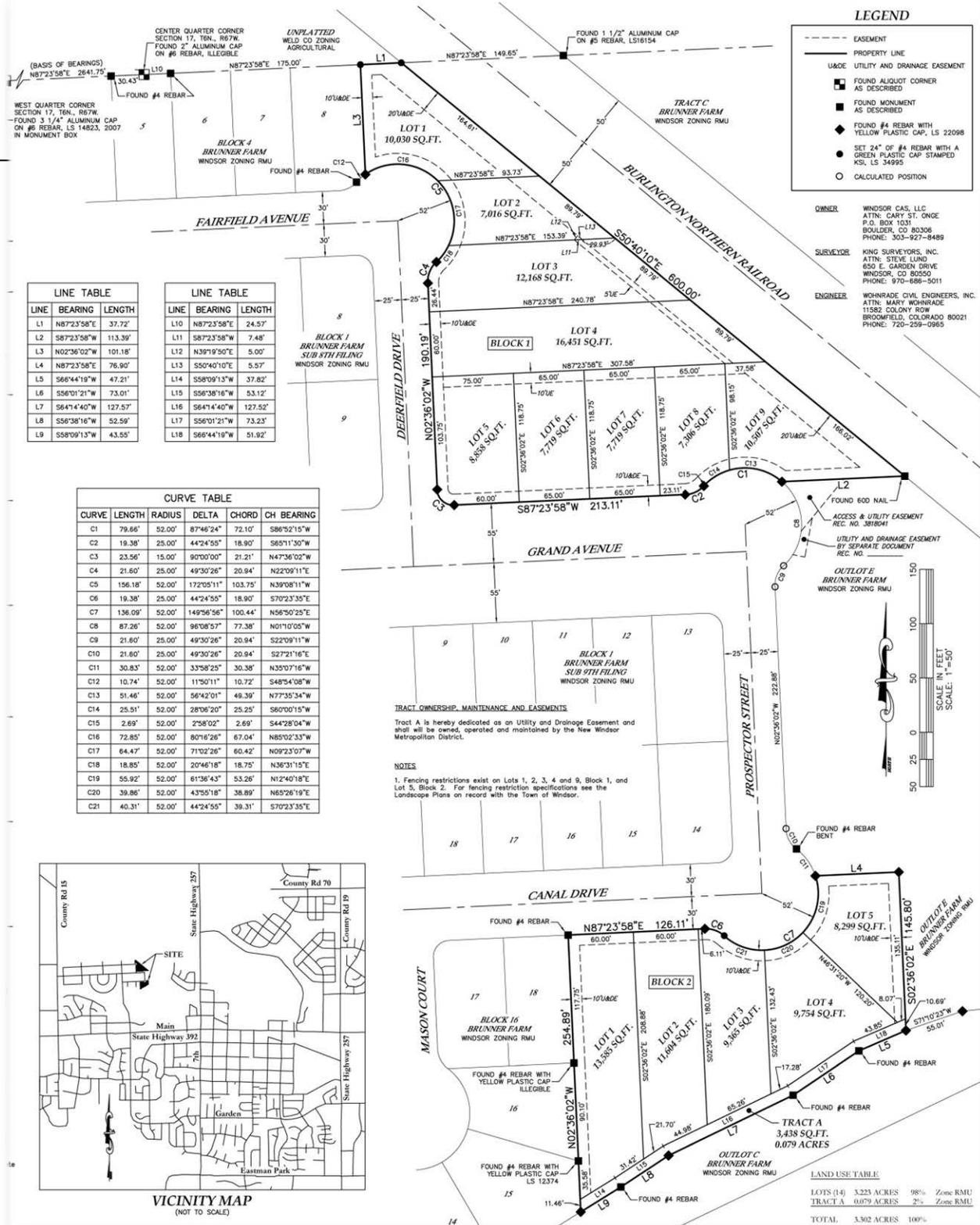
SITE PROXIMITY ZONING MAP



Site Location – Zoned Residential Mixed Use (RMU)



FINAL PLAT



LINE TABLE

LINE	BEARING	LENGTH
L1	N87°23'58"E	37.72'
L2	S87°23'58"W	113.39'
L3	N02°36'02"W	101.18'
L4	N87°23'58"E	76.90'
L5	S66°44'19"W	47.21'
L6	S56°01'21"W	73.01'
L7	S64°4'40"W	127.57'
L8	S56°38'16"W	52.59'
L9	S58°09'13"W	43.55'

LINE TABLE

LINE	BEARING	LENGTH
L10	N87°23'58"E	24.57'
L11	S87°23'58"W	7.48'
L12	N39°19'50"E	5.00'
L13	S50°40'10"E	5.57'
L14	S58°09'13"W	37.82'
L15	S56°38'16"W	53.12'
L16	S64°4'40"W	127.52'
L17	S56°01'21"W	73.23'
L18	S66°44'19"W	51.92'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	79.66'	52.00'	87°46'24"	72.10'	S86°52'15"W
C2	19.38'	25.00'	44°24'55"	18.90'	S85°11'30"W
C3	23.56'	15.00'	90°00'00"	21.21'	N47°36'02"W
C4	21.60'	25.00'	49°30'26"	20.94'	N22°09'11"E
C5	156.18'	52.00'	172°05'11"	103.75'	N39°08'11"W
C6	19.38'	25.00'	44°24'55"	18.90'	S70°23'35"E
C7	136.09'	52.00'	149°56'56"	100.44'	N56°50'25"E
C8	87.26'	52.00'	98°08'57"	77.38'	N01°10'05"W
C9	21.60'	25.00'	49°30'26"	20.94'	S22°09'11"W
C10	21.60'	25.00'	49°30'26"	20.94'	S27°21'16"E
C11	30.83'	52.00'	33°58'25"	30.38'	N35°07'16"W
C12	10.74'	52.00'	11°50'11"	10.72'	S48°54'08"W
C13	51.46'	52.00'	56°42'01"	46.39'	N77°35'34"W
C14	25.51'	52.00'	28°06'20"	25.25'	S80°00'15"W
C15	2.69'	52.00'	2°58'02"	2.69'	S44°28'04"W
C16	72.85'	52.00'	80°16'26"	67.04'	N85°02'33"W
C17	64.47'	52.00'	71°02'26"	60.42'	N09°23'07"W
C18	18.85'	52.00'	20°46'18"	18.75'	N36°31'15"E
C19	55.92'	52.00'	61°36'43"	53.26'	N12°40'18"E
C20	39.86'	52.00'	43°55'18"	38.89'	N65°26'19"E
C21	40.31'	52.00'	44°24'55"	39.31'	S70°23'35"E



TRACT OWNERSHIP, MAINTENANCE AND EASEMENTS

Tract A is hereby dedicated as an Utility and Drainage Easement and shall will be owned, operated and maintained by the New Windsor Metropolitan District.

NOTES

1. Fencing restrictions exist on Lots 1, 2, 3, 4 and 9, Block 1, and Lot 5, Block 2. For fencing restriction specifications see the Landscape Plans on record with the Town of Windsor.

NOTIFICATION AREA

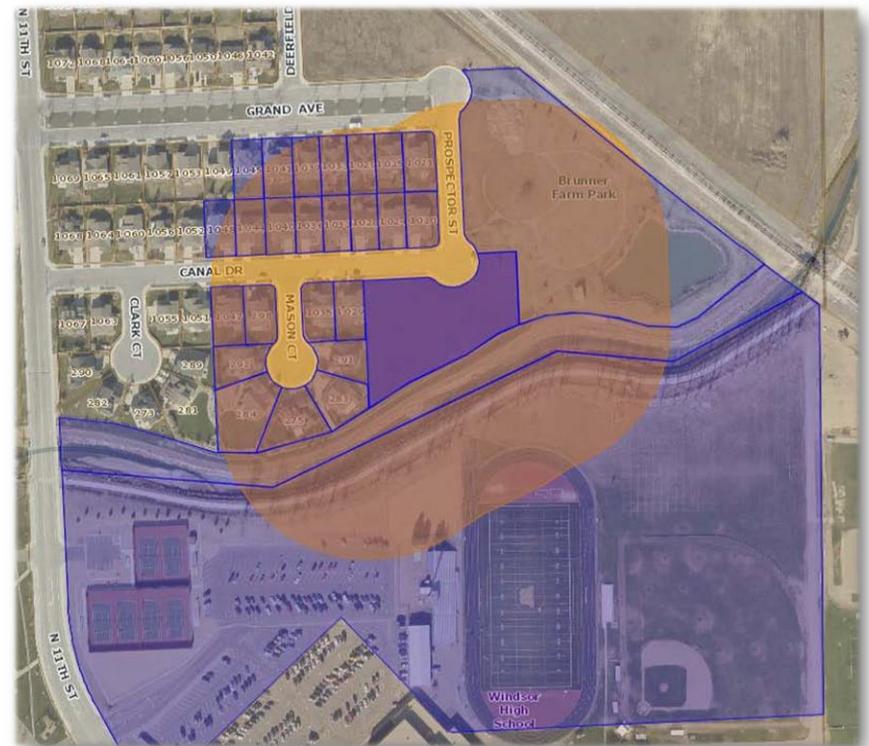
Notification:

A Neighborhood Meeting was held on Thursday, May 01, 2014. Notifications for this meeting were as follows:

- April 09, 2014– Affidavit of Mailing to property owners within 300 feet
- April 13, 2014 – Notice published in the newspapers

Public Hearing notifications for this meeting were as follows:

- September 15, 2014 - property posted with a notification sign
- September 15, 2014 - legal notice posted on the Town of Windsor website
- September 19, 2014 - affidavit of letters mailed to the adjacent property owners
- September 19, 2014 - legal ad published in the Tribune





RECOMMENDATION

At their October 01, 2014 regular meeting, the Planning Commission forwarded a recommendation of approval of the Brunner Farm Subdivision, 10th Filing, final major subdivision plat and Resolution No. 2014-62 to the Town Board, subject to the following conditions, and staff concurs with this recommendation:

1. All subdivision requirements shall continue to be met.



FINAL PLAT

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- All testimony presented during the Public Hearing
- Recommendation



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dean Moyer, Director of Finance
Re: Great Western Trail Authority
Item #: C.5.

Background / Discussion:

A representative of the Great Western Trail Authority (GWTA) will be present to ask us for a letter of support for their grant application to CDOT. They are asking us to act as a conduit to handle the flow of funds and also to issue a letter of support for their application. We did a similar thing in 2011. This grant does not require any matching funds from us.

Recommendation:

Agree to GWTA request and direct staff to work with them on their grant.

Attachments:

- Letter from Great Western Trail Authority
- Map of Project

To: Windsor Town Board

From: Tom Jones, Chr.
Great Western Trail Authority

Date: October 2, 2014

Re: Support for Great Western Trail grant applications

Mayor and Town Board Members:

The Great Western Trail Authority (GWTA) recently completed an upgrade of the Great Western Trail from Windsor to Severance with the application of a crusher fines surface. We have received many favorable comments regarding this improvement.

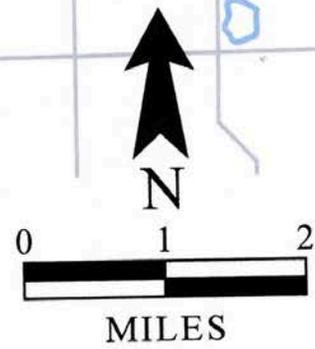
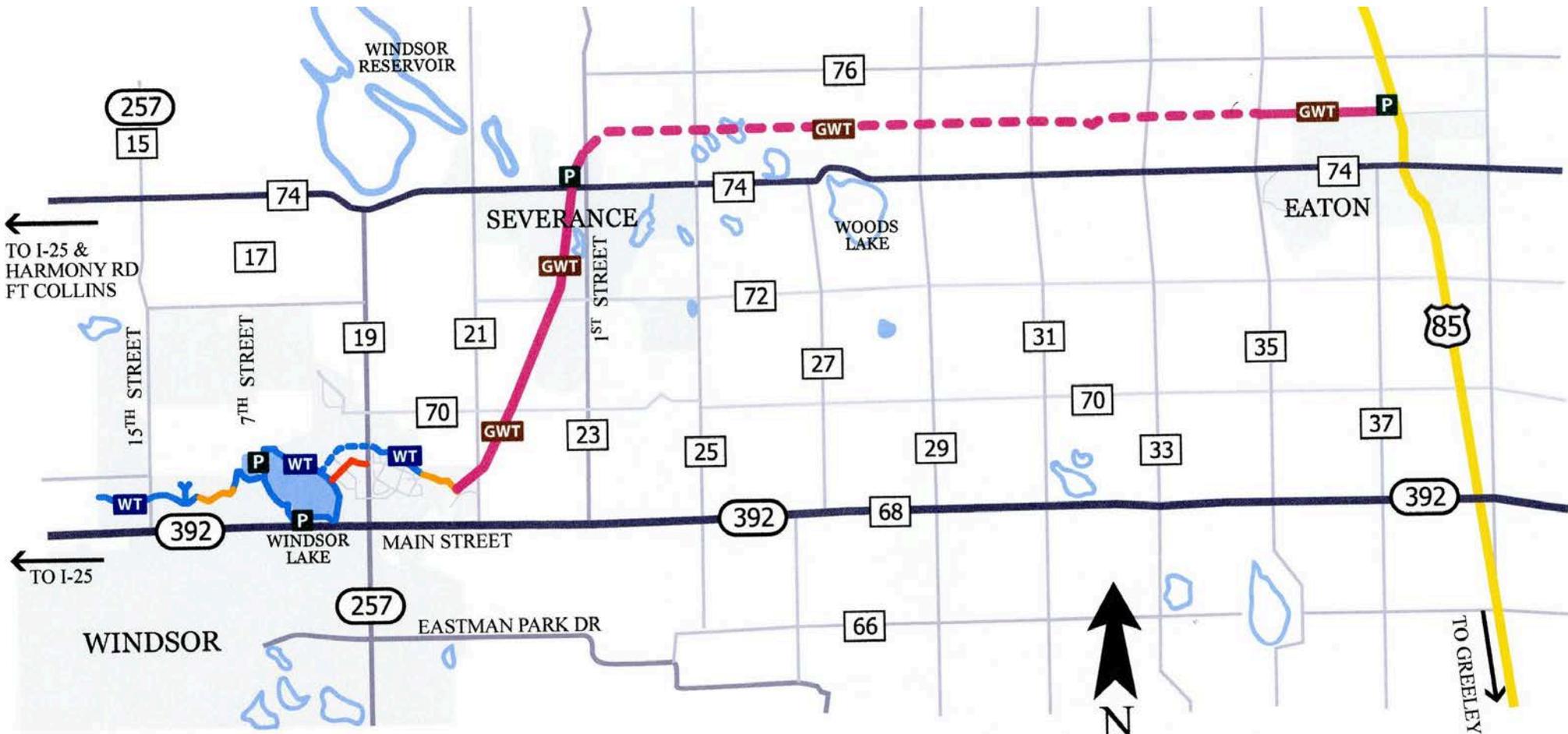
We are now applying for additional grants from CDOT and the Colorado State Trails programs. These funds would be used to improve the trail from Eaton to Severance with a similar surface. These applications are due by November 1st.

The GWTA would like to make the following requests of the Town Board:

1. An agreement to become a partner with the GWTA by administering the grant funds, should our project be accepted. Both grant programs require that a governmental body handle the involved paperwork.
2. An agreement for the town to become a "pass through" vehicle for the grant funds. Once construction begins, the contractor will be submitting invoices for payment as the project progresses. Since the grant money isn't always readily available, the town would "front end" the contractor payments. The GWTA would then reimburse the town once it receives the grant money.
3. A letter of support from the mayor indicating a need and demand for the proposed project.

I will be available at the scheduled town board meeting on October 13th to answer any questions regarding the project and these requests.

Thank you for your consideration.



LEGEND

- Great Western Trail (unpaved)
- Great Western Trail (future)
- Town of Windsor trail (paved)
- Town of Windsor trail (unpaved)
- Town of Windsor trail (future)
- On-street Access
- U. S. Route
- State Highway
- Weld County Road
- Parking Area


GREAT WESTERN TRAIL
 WINDSOR • SEVERANCE • EATON
 WELD COUNTY, COLORADO
info@gwtrail.com



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Kelly Unger, Management Assistant
Re:
Item #: C.6.a

Background / Discussion:

In September 2013, the Town of Windsor was awarded the TIGER (Transportation Investment Generating Economic Recovery) grant by the U.S. Department of Transportation for the Great Western Freight Improvement Project.

The goal of the project is to improve and add safety measures at thirteen (13) public grade crossings through two main residential areas in the Town of Windsor, and work with the Federal Railroad Administration (FRA) to determine the feasibility of establishing a Quiet Zone. See Attachment 2: Statement of Work, for more details.

The initial grant funding of \$2.7 million was later reviewed and altered to reflect the total project cost and the addition of three (3) crossing not originally included in the grant. The new project cost of \$3.3 million is fully funded by the FRA.

Due to FRA September 30th deadline, the grant contract was signed by the Town Manager to secure grant funding.

Financial Impact:

Work Scope Items	Budget	FRA 100.0000%	Grantee 0.0000%
Site Work	\$355,000	\$355,000	\$0
Communications and Signaling	\$2,830,185	\$2,830,185	\$0
Professional Services	\$150,000	\$150,000	\$0
Project Total	\$3,335,185	\$3,335,185	\$0

Relationship to Strategic Plan:

Goal 1.A: Promote safety and security

Recommendation:

Authorize Town Manager to sign TIGER V Grant for the Grant Western Freight Improvement Project.

Attachments:

- Attachment 1: Federal Requirements
- **Attachment 2: Statement of Work**
- Attachment 3: Cost Estimates
- Attachment 4: Performance Measurement Table
- Attachment 5: TIGER 2013 Grant Assurances and Certifications



U.S. Department
of Transportation
**Federal Railroad
Administration**

Grant/Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS Windsor, Town Of 301 Walnut St Windsor, CO 80550-5141		2. AGREEMENT NUMBER: FR-TII-0031-14-01-00	3. AMENDMENT NO. 0	
1A. IRS/VENDOR NO. 846000728		4. PROJECT PERFORMANCE PERIOD:	FROM 09/01/2014	TO 02/28/2016
1B. DUNS NO. 182816140		5. FEDERAL FUNDING PERIOD:	FROM 09/01/2014	TO 02/28/2016
7. CFDA#: 20.933		6. ACTION New		
8. PROJECT TITLE Great Western Freight Improvement Project		9. TOTAL OF PREVIOUS AGREEMENT AND ALL AMENDMENTS 0.00		
		10. AMOUNT OF THIS AGREEMENT OR AMENDMENT 3,335,185.00		
		11. TOTAL AGREEMENT AMOUNT 3,335,185.00		
12. INCORPORATED ATTACHMENTS THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF Standard Terms and Conditions, Attachment 1; Statement of Work, Attachment 2 Approved Project Budget, Attachment 3; Performance Measurement Table, Attachment 4 Assurances and Certifications, Attachment 5				
13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT Consolidated and Further Continuing Appropriations Act, 2013 (Public Law 113-6 (March 26, 2013))				
14. REMARKS				
GRANTEE ACCEPTANCE			AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL <i>Kelly Arnold Town Manager</i>			17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL <i>[Signature]</i>		16A. DATE 9-24-14	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL	
			18A. DATE	
AGENCY USE ONLY				
19. OBJECT CLASS CODE: 41010			20. ORGANIZATION CODE: 9000000000	
21. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FR-TII-0031-14-01-00	2713140143	2014	0143T529Y0	3,335,185.00

AWARD ATTACHMENTS

Windsor, Town Of

FR-TII-0031-14-01-00

1. Standard Terms and Conditions, Attachment 1
2. Statement of Work, Attachment 2
3. Approved Project Budget, Attachment 3
4. Performance Measurement Table, Attachment 4
5. Assurances and Certifications, Attachment 5

ATTACHMENT 1

GRANT AGREEMENT UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (DIVISION F, TITLE XIII, PUBLIC LAW 113-6, MARCH 26, 2013), FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2013 TIGER DISCRETIONARY GRANTS)

This agreement (the “Agreement” or “Grant Agreement”) reflects the selection of the recipient identified in section 1 of the Grant/Cooperative Agreement (page 1) (“Grantee” or “Recipient”) as a Recipient of a grant awarded under the provisions of the Further Continuing Appropriations Act, 2013 (Public Law 113-6, March 26, 2013), regarding National Infrastructure Investments (the “Act”). The grant program under the Act is referred to as “FY 2013 TIGER Discretionary Grants” or “TIGER Discretionary Grants.”

SECTION 1. LEGISLATIVE AUTHORITY

- a) The U.S. Department of Transportation (“DOT” or “Government”) is authorized to award \$473.847 million in FY 2013 TIGER Discretionary Grants pursuant to the Act. This appropriation is similar, but not identical to the appropriation for the Transportation Investment Generating Economic Recovery, or “TIGER Discretionary Grant” program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”), the FY 2010 TIGER Discretionary Grants pursuant to Title I (Department of Transportation) of Division A of the Consolidated Appropriations Act, 2010, the FY 2011 TIGER Discretionary Grants pursuant to Title XII (Transportation, Housing and Urban Development, and Related Agencies) of Division B of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Public Law 112-10, April 15, 2011), and the FY 2012 TIGER Discretionary Grants pursuant to The Consolidated and Further Continuing Appropriations Act, 2012 (Public Law 112-055, November 18, 2011). Because of the similarity in program structure and objectives, DOT is referring to the grants for National Infrastructure Investments under the Act as the “FY 2013 TIGER Discretionary Grants” or “TIGER Discretionary Grants.”
- b) The grant awards made under TIGER Discretionary Grant program are in full compliance with the Act and the Notice of Funding Availability published in the *Federal Register* (78 FR 24786, April 26, 2013).
- c) Funds for the TIGER Discretionary Grant program are being awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region. Additionally, the awards ensure an equitable geographic distribution of funds, an appropriate balance in addressing the needs of urban and rural areas, and the investment in a variety of transportation modes.
- d) The Act specifies that not less than \$120 million of the funds provided for FY 2013 TIGER Discretionary Grants be used for projects located in rural areas.

ATTACHMENT 1

SECTION 2. GENERAL TERMS AND CONDITIONS

- a) This Agreement is entered into between DOT, acting through the Federal Railroad Administration (“FRA”), and the Grantee. The Agreement will be administered by FRA (also referred to herein as the “Government”).
- b) The Grantee shall be responsible for ensuring that the Project is financed, constructed, operated and maintained in accordance with this Agreement and in compliance with all applicable Federal laws, regulations and policies.
- c) The maximum obligation of the Government payable under this Agreement shall be as specified in section 4(d) of this Attachment 1 of the Agreement, subject to all the terms and conditions in this Agreement and of all other Federal grant awards funding the Project. FY 2013 TIGER Discretionary Grant funds for this Project will be authorized for expenditure by the Grantee only when this Agreement is fully executed by both parties.
- d) Payment of the Grant will be made pursuant to and in accordance with 49 C.F.R. Parts 18 and 19 (to the extent that a non-governmental grantee receives grant funding), and the provisions of such regulations and procedures as the Government may prescribe. Final determination of the Grant’s expenditures may be based upon a final review of the total amount of agreed Project costs and settlement will be made for adjustments to the Grant amount in accordance with applicable government-wide cost principles under 2 C.F.R. 225 (State and Local Governments); 2 C.F.R. 215 (Higher Education Institutions); and 2 C.F.R. 230 (Non-Profit Organizations). If there are any differences between the requirements of 49 C.F.R. Parts 18 and 19 and Title 49 of the United States Code and Code of Federal Regulations, the Title 49 requirements will take precedence.
- e) The Grantee agrees to notify the Government within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee’s plan to complete the Project as is described in Attachments 2 and 3 to this Agreement. In its notification, the Grantee shall advise the Government of the actions it has taken or plans to take to ensure completion of the Project and shall reaffirm its commitment to the Government as set forth in this Agreement. The Government is not responsible for any funding shortfalls regarding the non-TIGER Discretionary Grant amount share. The FY 2013 TIGER Discretionary Grant Amount will remain unchanged. (See Section 13 of this Attachment 1 to the Agreement regarding termination).
- f) The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Estimated Project Schedule set out in Attachment 2, and such regulations and procedures as the Government may prescribe.
- g) The Grantee has submitted a request for Federal assistance, hereinafter referred to as the “Technical Application” or “Application,” hereby incorporated by reference into this Agreement, and the Government is relying upon the Grantee’s assurances, certifications, and other representations made in the Technical Application, or any other related documents submitted to the Government; and, in its submissions, the Grantee has demonstrated justification for the Project, and has demonstrated the financial and technical feasibility of the Project, including the

ATTACHMENT 1

ability to start construction quickly upon receipt of the Grant; to expend Grant funds once construction starts; and to receive all necessary environmental, state and local planning, and legislative approvals necessary for the Project to proceed in accordance with the Project Schedule. This Grant is made to the Grantee for the Project, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

h) The Government has determined that the Project is an Eligible Project as it provides a highway or bridge project, public transportation project, passenger or freight rail transportation project, or a port infrastructure project, or other such eligible project as authorized, and that the Project will have a significant impact on the Nation, a metropolitan area, or a region. The Government has determined that Grantee should receive the award of a Grant based on a review of the Project's Technical Application, as it meets the requirements specified in the Act and the March 26, 2013, Federal Register Notice, "Notice of Funding Availability for the Department of Transportation's National Infrastructure Investments Under the Consolidated and Further Continuing Appropriations Act, 2013" (Available at <https://www.federalregister.gov/articles/2013/04/26/2013-09889/notice-of-funding-availability-for-the-department-of-transportations-national-infrastructure>).

i) The Grantee will be monitored periodically by the Government, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Grantee is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

j) The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the Grantee, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed by the Grantee that were originally paid pursuant to the Agreement.

k) The Grantee agrees to retain all documents relevant to the Grant award for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Grantee agrees to furnish the Government, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the Government.

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l) The Government is subject to the Freedom of Information Act (FOIA). The Grantee should therefore be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

m) The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

n) The Grantee agrees to: 1) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses, and 2) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – have an opportunity to benefit from activities funded through this Agreement. An example of a best practice under 2) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement. The Grantee must provide FRA a plan for incorporating the above best practice into its implementation of the Project within 30 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring that contractors owned and controlled by socially and economically disadvantaged individuals are provided the opportunity to benefit from activities funded through this Agreement.

o) The Government encourages the Grantee and the State Department of Transportation acting as the limited agent on behalf of the Grantee (if applicable), to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 "Text Messaging While Driving," Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee and the State Department of Transportation acting as the limited agent on behalf of the Grantee:

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- 1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- 2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- 3) encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

- p) The Grantee shall comply with the Buy America provisions set forth in 49 U.S.C. 24405(a) for the Project with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.
- q) The Grantee agrees that it will comply with the provisions of the Davis-Bacon Act, 40 U.S.C. § 3141, et seq., as is specified in the Act.

SECTION 3. APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the Agreement the Grantee assures and certifies, with respect to this grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to the Agreement include but are not limited to the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470f
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469a through 469c.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended
- i. Section 404 of the Clean Water Act, as amended 33 U.S.C. 1251, et seq.
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
- k. Coastal Zone Management Act, P.L. 92-583, as amended.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42U.S.C.

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290dd through 290dd-2

- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C.8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. 1681 through 1683, and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. 794
- cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. 2000d *et seq.*
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act - 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmlands Protection Policy Act of 1981 – 7 U.S.C. 4201
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661
- kk. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. 401
- ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. 6901, et seq.
- nn. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. 9601-9657
- oo. Safe Drinking Water Act -- 42 U.S.C. 300F-300J-6
- pp. Wilderness Act -- 16 U.S.C. 1131-1136
- qq. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. 6901, et seq.
- rr. Migratory Bird Treaty Act 16 U.S.C. 760c-760g
- ss. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- tt. Cargo Preference Act of 1954 – 46 U.S.C. 5530

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs

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- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

General Federal Regulations

- a. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations – 2 C.F.R. Part 215
- b. Cost Principles for State and Local Governments – 2 C.F.R. Part 225
- c. Non-procurement Suspension and Debarment – 2 C.F.R. Part 1200
- d. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
- e. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
- f. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
- g. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5
- h. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.
- i. Contractor Qualifications - 48 C.F.R. Part 9
- j. Uniform administrative requirements for grants and cooperative agreements to state and local governments - 49 C.F.R. Part 18
- k. New Restrictions on Lobbying – 49 C.F.R. Part 20
- l. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- m. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
- n. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
- o. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
- p. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- q. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30
- r. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- s. DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38
- t. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40
- u. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

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- v. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 C.F.R. Part 381.

Office of Management and Budget Circulars

- a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments
- b. A-102 – Grants and Agreements with State and Local Governments
- c. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
- d. Any other applicable OMB Circular based upon the specific TIGER Grant Recipient

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are hereby incorporated by reference into the Agreement.

SECTION 4. GRANTEE AND PROJECT INFORMATION

a) Grantee: This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project") and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project. The Grantee agrees to abide and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in all exhibits and attachments, which are considered as integral parts of this Agreement. In the case of any inconsistency or conflict between the specific provisions of this Agreement, the exhibits and the attachments, such inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions and terms of this Agreement; second, by giving preference to the provisions and terms of Attachment 1; and third, by giving preference to the provisions and terms of other attachments.

The Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee is identified in section 1B on the Grant/Cooperative Agreement (page 1)

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable—to be reported if/when identified. If not applicable, note as N/A) N/A.)

DUNS No. of First-Tier Sub-Grantees or Sub-Recipients (if applicable—to be reported if/when identified. If not applicable, note as N/A) N/A.)

b) Notices:

Notices required by this Agreement should be addressed as follows:

As to the FRA:

Mariam Ouhamou

Grant Manager

ATTACHMENT 1

*Federal Railroad Administration
1200 New Jersey Avenue, SE, Washington, DC 20590
202-493-6437
Mariam.Ouhamou@dot.gov*

As to the Grantee:

*Kelly Arnold
Town Manager
Town of Windsor
301 Walnut Street, Windsor, CO 80550
970-674-2400
karnold@windsorgov.com*

Notwithstanding section 13(c) of this Attachment, the Grantee may update contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

c) Project Description and Milestones

- 1) Project Description: The Grantee shall furnish all personnel, facilities, and equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in the Statement of Work and the Estimated Project Schedule (Attachment 2), the Approved Project Budget (Attachment 3), and in accordance with the representations, certifications, and assurances set forth in the Grantee's Application, incorporated herein and made a part hereof. In the event of a conflict, in describing the Project, between the Grantee's Application and the Statement of Work, the Statement of Work will govern.
- 2) Term: Unless sooner terminated in accordance with its terms, this Agreement shall be valid for the time period indicated on the Grant/Cooperative Agreement (page 1), sections 4 and 5. This time period includes the period for both completion of the Project, and completion and submission of any reports or deliverables required by this Agreement.
- 3) State and Local Planning:

Planning Program Date: Provide date that project was included in the relevant State, metropolitan, or local planning documents, or N/A if not applicable) N/A

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4) Environmental Approvals and Processes:

Environmental Documentation Type, Titles, and Date: N/A

Environmental Decision Type and Date:

Categorical Exclusion (05-13-2014)

Name of Agency and Office Approving Each Environmental Decision Document:
Federal Railroad Administration – Office of Railroad Policy and Development

Planned Completion of NEPA: N/A

5) Project Schedule:

Planned or Actual Contract Award Date (if applicable): September 2014

Planned or Actual Construction Start Date: February 2015

Planned Project Completion Date: February 2016

Planned Completion of Final Design: February 2015

d) Project Funding

1) **FY 2013 TIGER Discretionary Program Funding:**

The total not-to-exceed amount of Federal funding that is provided under this Agreement is identified on the Grant/Cooperative Agreement (page 1) sections 10 and 11. The FRA's liability to make payments to the Grantee under this Agreement is limited to those funds obligated under this Agreement as indicated above and any subsequent amendments.

2) **FY 2013 Non-TIGER Financial Commitment (if any):**

A. The Grantee hereby commits and certifies that it will provide funds (and ensure the availability of other sources of funding, such as local/private

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funding or in-kind contributions) in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the Project costs as necessary to complete the Project.

- B. The Grantee agrees to notify the FRA within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee's plan to fund the Project costs necessary to complete the Project as set forth in the Grantee's Application. In its notification, the Grantee shall advise the FRA of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the FRA as set forth in subsection (A) of this section 4(d)(2). The FRA is not responsible for any funding shortfalls regarding the FY 2013 non-TIGER grant amount share. The FY 2013 TIGER Discretionary Grant Amount will remain unchanged (See section 13 of this Attachment to the Agreement regarding termination).

3) Grant Funds and Sources of Project Funds:

- A. The total estimated cost of the Project (as set forth in the Approved Project Budget) is \$3,335,185.
- B. FRA funding assistance under the FY 2013 TIGER Discretionary Grant Program is limited to an estimated 100.0000% of the total estimated cost for completing the Project, but not greater than \$3,335,185. If there are any cost savings, or if the contract award is under the engineer's estimate, the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.
- C. Grantee funding assistance (including all sources other than that provided in (B) above, which may include other Federal funds, state funds, local funds, or other contributed funds) is estimated to be 0.0000% of the total cost of the Project. Consequently, of the amount specified in subparagraph (A) of this subsection, Grantee funding is estimated to be \$0. If there are any cost savings, or if the contract award is under the engineer's estimate, the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.
- D. When requesting payment, the Grantee must identify: (1) the total amount of costs for which funding is requested; (2) Grantee funding assistance applied to the Project; and (3) the balance of federal assistance dollars requested for payment.

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E. Funding responsibility for the Project under this Agreement is recapped as follows:

FRA Funding Assistance	+	Grantee Cash Contribution	+	Grantee In-Kind	=	Total Project Funding
\$3,335,185.00	+	\$0.00	+	\$0.00	=	\$3,335,185.00

SECTION 5. REIMBURSEMENT OF PROJECT COSTS

Pursuant to 49 C.F.R. 18.21(d) or 19.22(e), as applicable, the Grantee may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions, not-to-exceed the funds currently available as stated in this Agreement, and in accordance with the provisions of section 4(d)(3) of Attachment 1.

a) Requests for Reimbursement: When requesting reimbursement of costs incurred, the Grantee shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, and travel. The FRA contact person identified in section 4(b) of this Attachment 1 reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without review and approval by the FRA contact person identified in section 4(b) of this Attachment 1 to ensure that progress on the Agreement is sufficient to substantiate payment.

b) Payment of FRA funding through FRA’s Office of Financial Services, shall be made on a reimbursable basis whereby the Grantee will be reimbursed, after the submission of proper invoices, for actual expenses incurred.

The Grantee will use the Automated Clearing House (ACH) Electronic Vendor Payment method for transfer of reimbursed funds and submit a SF-270 form. Requests for reimbursement must be made through the Department of Transportation’s Delphi eInvoicing System. Information on the Delphi eInvoicing System can be found at: <http://www.dot.gov/cfo/delphi-einvoicing-system.html>. To obtain access to the Delphi eInvoicing System, please contact the FRA individual identified in Section 4(b).

c) To seek reimbursement from the Government, the Grantee shall submit documentary evidence of all obligations associated with the Project set forth in this Agreement, and set forth the breakdown of those Project costs (those to be covered by the Federal FY 2013 TIGER Discretionary Grant Program contribution, and those to be covered by all sources other than the FY 2013 TIGER Discretionary Grant Program, which may include other Federal funds, state funds, local funds, or other contributed funds). The FRA will reimburse the Grantee upon request for all valid expenses (FY 2013 TIGER Discretionary Grant Program share of Project costs), upon FRA’s acceptance of such documentation. All reimbursement requests to the Government shall be supported by sufficient documentation to justify reimbursement of the Grantee, including invoices and proof of payment of an invoice.

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- d) The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.
- e) The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- f) Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
- g) **Financial Management System:** By signing this agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs, and that it complies with the financial management system requirements of 49 C.F.R. Part 18 or Part 19, as applicable. The Grantee's failure to comply with these requirements may result in Agreement termination.
- h) **Allowability of Costs:** Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87 (2 C.F.R. Part 225). Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

SECTION 6. RESPONSIBILITY AND AUTHORITY OF THE GRANTEE

- a) **Legal Authority.** The Grantee affirms that it has the legal authority to apply for the grant, and to finance and carry out the proposed project identified in its Technical Application; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Grantee to act in connection with the application and to provide such additional information as may be required.
- b) **Funds Availability.** The Grantee affirms that it has sufficient funds available for that portion of the Project costs that are not to be paid by the Government. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under the Agreement that it will own or control.
- c) **Preserving Rights and Powers.** The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Government, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the Government.
- d) **Accounting System, Audit and Record Keeping Requirements.**
 - 1. The Grantee agrees to keep all project accounts and records that fully disclose the amount and disposition by the Grantee of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records shall be kept in accordance with an accounting system that

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will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507).

2. The Grantee agrees to make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Grantee that are pertinent to the grant. The Government may require that a Grantee conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a Grantee relating to the disposition of the proceeds of a grant or relating to the Project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

e) Minimum Wage Rates. The Grantee shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Agreement that involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

f) Foreign Market Restrictions. The Grantee will not allow funds provided under this grant to be used to fund any project that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

h) Relocation and Real Property Acquisition. (1) The Grantee will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 C.F.R. Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) The Grantee will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 C.F.R. Part 24. (3) The Grantee will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 C.F.R. Part 24.

SECTION 7. LABOR REQUIREMENTS

a) The Act, regarding FY 2013 TIGER Discretionary Grants, requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code.

b) Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Act shall ensure that the

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standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

c) Federal agencies providing grants, grant agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

d) For additional guidance on the wage rate requirements of the Act, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

SECTION 8. TRANSPARENCY ACT REQUIREMENTS

[THIS SECTION MAY BE UPDATED BASED ON FURTHER OMB GUIDANCE OR REGULATION]

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252, hereafter referred to as “the Transparency Act” or “the Act”) and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 C.F.R. Part 170), the Grantee is required to report as required under the Act, in addition to including the following clause in all first-tier Subawards:

I. Reporting Subawards and Executive Compensation.

a. Reporting of First-Tier Subawards.

1) Applicability. Unless the Grantee (hereinafter in this section referred to as “you”) are exempt as provided in paragraph d. of this section, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in subsection e. of this section).

2) Where and when to report.

a. You must report each obligating action described in subsection a.1. of this section to <http://www.fsrc.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

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b. Reporting Total Compensation of Recipient Executives.

1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2) Where and when to report. You must report executive total compensation described in subsection b.1. of this section:

a. As part of your registration profile at <http://www.ccr.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1) Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2) Where and when to report. You must report subrecipient executive total compensation described in subsection c.1. of this section:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards,

and

b. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this section:

1) Entity means all of the following, as defined in 2 C.F.R. Part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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2) Executive means officers, managing partners, or any other employees in management positions.

3) Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. — .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) Subrecipient means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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SECTION 9. SINGLE AUDIT INFORMATION FOR RECIPIENTS OF TIGER DISCRETIONARY GRANT FUNDS

- a) To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 C.F.R. 215.21 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations” and OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments.” Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of TIGER Discretionary Grant funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “FY 2013 TIGER -” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

SECTION 10. REPORTING

Subject to the Paperwork Reduction Act, and consistent with the purposes of the FY 2013 TIGER Discretionary Grant Program, the Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. The Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- a) Project Outcomes and Performance Measurement Reports. The Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment 4, and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment 4. Furthermore, the Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government. The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment 4. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. The Grantee shall submit the report to the Government before initiating work under this Agreement. The Grantee shall represent that the data in the Pre-project Report is current as of the date it is issued. The Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment 4 following Project completion. The Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment 4. The Grantee shall represent that the data in

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each of the interim Project Performance Reports is current as of the final date of the reporting interval. The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. The Grantee shall submit the Project Outcomes Report to the Government within 3 months of the end date of performance under this Agreement, which includes an *ex post* examination of Project effectiveness in relation to the Pre-project Report baselines. The Grantee shall represent that the data in the Project Outcomes Report is current as of the date it is issued. The Grantee shall submit each report via email to each of the Government contacts identified in section 4(b) of this Attachment 1 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted.

b) Project Progress and Monitoring Reports. Consistent with the purposes of the FY 2013 TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports (January 1, April 1, July 1, October 1), and the Federal Financial Report (SF-425), as set forth in Section 14(h): to the Government on a quarterly basis, on the 30th of the month following the quarter being reported, until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded. The Grantee shall submit all required reports and documents to the FRA contact person identified in Attachment 1, section 4(b), referencing the Agreement number, and through GrantSolutions in the case of the Federal Financial Report (SF-425)

c) Annual Budget Review and Program Plan. The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the Approved Project Budget, Attachment 3, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected Project cost increase, the annual submittal should include a written plan for providing additional non-TIGER Discretionary Grant sources of funding to cover the Project budget shortfall or supporting documentation of committed non-TIGER Discretionary Grant funds to cover the cost increase.

d) Closeout Process. Closeout occurs when all required Project work and all administrative procedures described in Title 23 (or 49 C.F.R. part 18 or part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Financial Status Report (SF-425), a certification or summary of Project expenses, and third-party audit reports.

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SECTION 11. SPECIAL GRANT REQUIREMENTS

a) Except as otherwise provided herein, the Grantee shall ensure the maintenance of Project property to the level of utility (including applicable FRA track safety standards) which exists when the Project improvements are placed in service (as set forth in the Statement of Work (Attachment 2) for a period of twenty (20) years from the date such Project property was placed in service. In the event the Grantee fails to maintain project property as required by this section for a period of time in excess of six (6) months, the Grantee will refund to the Government a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such original default.

b) The Grantee acknowledges that the purpose of the Project is to benefit railroad transportation. In the event that all intercity passenger rail service making use of the Project property is discontinued (for any reason) at any time during a period of twenty (20) years from the date such Project property was placed in service, as set forth above, and if such intercity passenger rail service is not reintroduced during a one (1) year period following the date of such discontinuance, the Grantee shall refund to the Government, no later than eighteen (18) months following the date of such discontinuance, a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such discontinuance.

SECTION 12. ASSURANCES AND CERTIFICATIONS

The Grantee will ensure compliance with the standard FY 2013 TIGER grant program assurances and certifications, attached hereto as Attachment 5 and made a part hereof.

SECTION 13. TERMINATION, EXPIRATION, AND MODIFICATION

a) Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement, and all of its obligations with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

- 1) The Grantee fails to obtain or provide any non-FY 2013 TIGER Discretionary Grant Program contribution or alternatives approved by the Government, in accordance with section 4(d) of Attachment 1 of this Agreement;
- 2) The Grantee fails to begin construction before February 2016;
- 3) The Grantee fails to begin expenditure of Grant funds by September 2015;
- 4) The Grantee fails to meet the conditions and obligations specified under this Agreement, including, but not limited to, a material failure to comply with the Project Schedule, after giving the Grantee a reasonable opportunity to cure such failure;

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- 5) The Government determines that the public objectives of the Project cannot be accomplished.
- b) Funds made available under this Agreement are required to be obligated by the Government on or before September 30, 2014. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2019, the “Grant Termination Date.” Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- c) Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachment 2 (Estimated Project Schedule and Approved Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in sections 4(c), 4(d)(3), and (5) of Attachment 1 of this Agreement, and the change has been consented to by the Government in writing consistent with the requirements of the administering Operating Administration (including by e-mail).

SECTION 14. QUARTERLY PROGRESS REPORTING REQUIREMENTS—FORMAT AND CONTENT

- a) The purpose of the calendar quarterly progress reports under the Agreement for the TIGER Discretionary Grants program is to ensure that the project budget and schedule will be maintained to the maximum extent possible, that the project will be completed with the highest degree of quality, and that compliance with Federal regulations will be met. To that end, along with the quarterly progress, as outlined below, the Grantee should also submit a Federal Financial Report (SF-425) with each quarterly progress report.
- b) The Grantee should develop a project reporting and tracking system to collect, assess and maintain project status information and data that is timely, independent, and accurate. This system should provide current information on project prosecution, progress, changes, and issues. This information should be used to identify trends and forecast project performance and to identify and proactively address challenges to eliminate major project surprises.
- c) The need to continuously and accurately report cost increases; schedule changes; deficient quality items; and the causes, impacts, and proposed measures to mitigate these issues is paramount to effectively managing, administering, and protecting the public investment in the project. Any apparent reporting deficiencies or questionable data should be completely resolved. Ultimately, the Grantee and the Government must be fully aware of the complete status of the project, and therefore be in a position to take appropriate action if necessary.
- d) A quarterly cost, schedule, and status report will be produced by the Grantee, and a quarterly status meeting will be held with the Grantee, the Government and other applicable agencies in attendance. The quarterly status meetings should discuss the project costs, schedules, quality issues, compliance with Federal requirements, and other status items in sufficient detail to allow all involved parties to be fully aware of the significant status issues and actions

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planned to mitigate any adverse impacts. In addition, significant issues occurring between status meetings must be communicated immediately without waiting for the next regularly scheduled meeting, with any highly significant or sensitive issues elevated immediately to the executive leadership.

e) The following is the required format for the quarterly progress reports. At the discretion of the Government, modifications or additions can be made in order to produce a quarterly reporting format that will most effectively serve both the Grantee and the Government. It is recognized that some projects will have a more extensive quarterly status than others. In the case of smaller projects, the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. Please note that the initial quarterly progress report should include a detailed description, and where appropriate, drawings, of the items funded. In lieu of the following information, the Grantee may submit information set forth in the TIGER Quarterly Progress Report Excel template.

(a) Executive Summary. The executive summary should be a clear and concise summary of the current status of the project, including any major issues that have an impact on the project's scope, budget, schedule, quality, or safety. It may be done in a bulleted format. The following summary information is an example of items that should be covered in the executive summary section:

- Current total project cost (forecast) vs. latest budget vs. baseline budget. Include an explanation of the reasons for any deviations from the approved budget.
- Current overall project completion percentage vs. latest plan percentage.
- Any delays or exposures to milestone and final completion dates. Include an explanation of the reasons for the delays and exposures.
- A summary of the projected and actual dates for notices to proceed for significant contracts, start of construction, start of expenditure of TIGER Discretionary Grant funds, and project completion date. Include an explanation of the reasons for any discrepancies from the corresponding project milestone dates included in the Agreement.
- Any Federal obligations and/or TIFIA disbursements occurring during the month versus planned obligations or disbursements.
- Any significant contracts advertised, awarded, or completed.
- Any significant scope of work changes.
- Any significant items identified as having deficient quality.
- Any significant safety issues.

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- Any significant Federal issues such as environmental compliance, Buy America/Buy American (whichever is applicable to this Project), Davis Bacon Act Prevailing Wage requirements, etc.

(b) Project Activities and Deliverables. The purpose of this section is to: (1) highlight the project activities and deliverables occurring during the previous quarter (reporting period), and (2) define the activities and deliverables planned for the next two reporting periods. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. The two reporting period “look ahead schedule” will enable the Government to accommodate any activities requiring input or assistance.

(c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. In general, issues and administrative requirements that could have a significant or adverse impact to the project’s scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Grantee and the Government. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

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(e) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or TIFIA disbursements for the project, compared to planned obligations and disbursements.

(f) Project Funding Status. The purpose of this section is to provide a status report on the non-TIGER Discretionary Grant funds necessary to complete the project. This report section should include a status update of any legislative approvals or other actions necessary to provide the non-TIGER Discretionary Grant funds to the Project. Such approvals might include legislative authority to charge user fees or set toll rates, or the commitment of local funding revenues to the project. In the event that there is an anticipated or actual project cost increase, the project funding status section should include a report on the anticipated or actual source of funds to cover the cost increase and any significant issues identified with obtaining additional funding.

ATTACHMENT 1

(g) Project Quality. The purpose of this section is to: (1) summarize the Quality Assurance/Quality Control activities during the previous month (reporting period), and (2) highlight any significant items identified as being deficient in quality. Deficient items noted should be accompanied by reasons and specifics concerning the deficiencies, and corrective actions taken or planned. In addition, the agency or firm responsible for the corrective action should be documented. Planned corrective actions should then be included as Action Items/Outstanding Issues.

(h) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) (available at http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf) is a financial reporting form used throughout the Federal Government Grant system. The Grantee shall submit the Federal Financial Report (SF-425) on a quarterly basis throughout the lifecycle of the grant. Reports are due 30 days from the close of the calendar quarter and should be submitted online through GrantSolutions. Reports should be submitted in accordance with the form's instructions, requiring reporting of all transactions, including Federal cash, Federal expenditures and unobligated balance, recipient share, and program income. The final SF-425 is due within 90 days after the end of the award period, but may be submitted as soon as all outstanding expenditures have been completed.

(i) Other Status Reports. The Grantee and the Government may agree that other reports may be beneficial in ensuring that project status issues are fully and openly communicated. Such reports may include the public relations plan, value engineering and constructability review plan, environmental compliance report, and/or compliance with the Buy America requirements.

Attachment 2
STATEMENT OF WORK
Great Western Freight Improvement Project (CO)

1.0 BACKGROUND

The Town of Windsor (Grantee) is located in Weld County, Colorado. This is a rural and Economically Distressed Area (“EDA”) located approximately 50 miles north of the city of Denver. As part of the region’s freight rail infrastructure, the Great Western Railway of Colorado, LLC (GWRCO) is an 80-mile predominately single track rail system comprised of two subdivisions: Greeley and Longmont.

The railroad is also the only mode of freight transportation to connect many of the local small businesses with the national rail network. Increases in local railroad activity levels and the rapidly expanding residential and industrial community surrounding the railroad line have resulted in unsafe and noisy rail activity in the town. Locomotives’ horns are heard as trains pass through each of the Town’s crossings, which occur primarily at night.

The Great Western Freight Improvement Project (the Project) will improve and add safety measures to thirteen (13) grade crossings with the goal of establishing a Quiet Zone in accordance with the Train Horn Rule (49 CFR Part 222). A quiet zone is a section of a rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings.

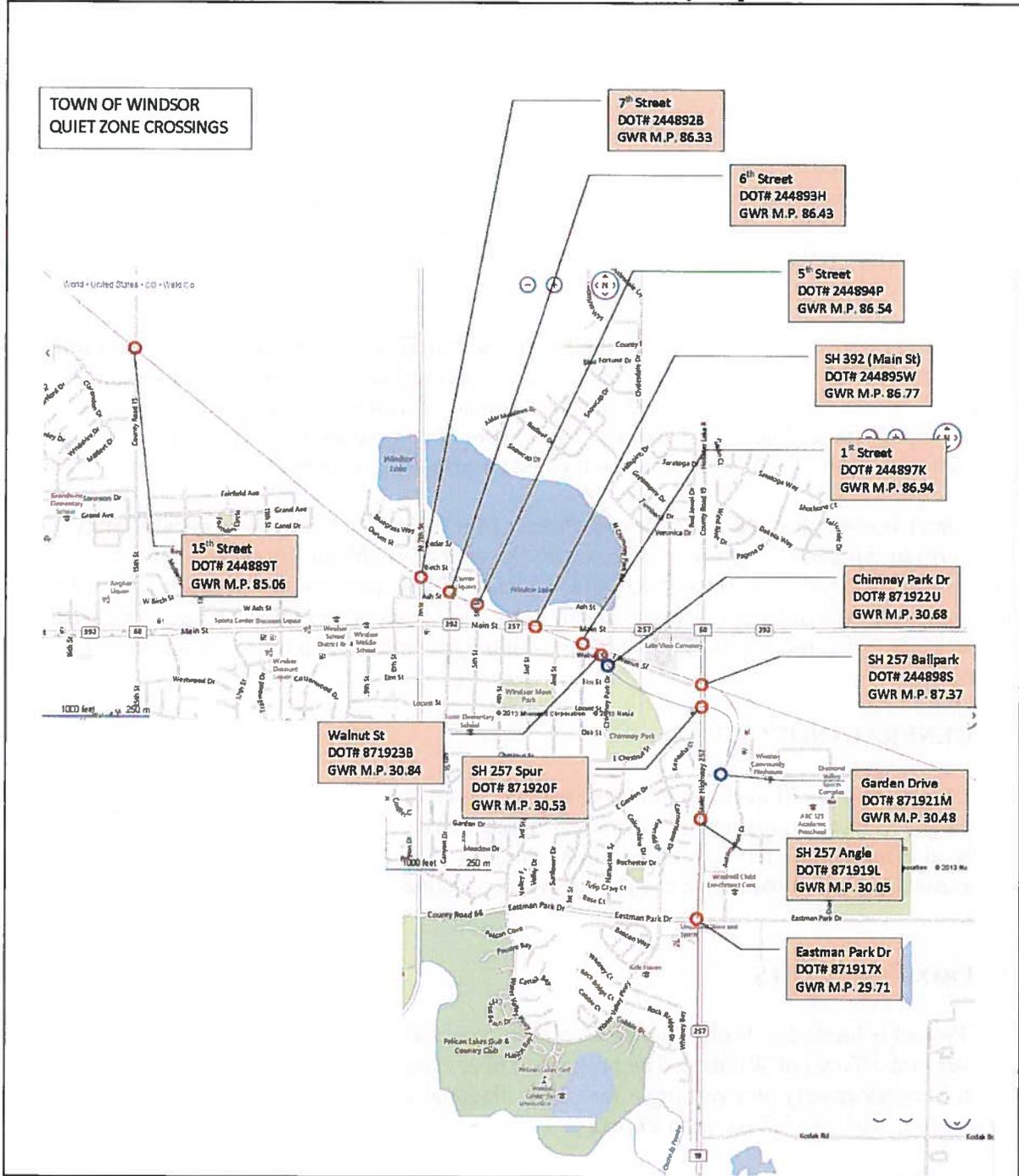
2.0 GENERAL OBJECTIVE

The objective of the Project is to improve and add safety measures at thirteen public grade crossings through two main residential areas in the Town of Windsor, and work with the Federal Railroad Administration (FRA) to determine the feasibility of establishing a Quiet Zone. Quiet Zone establishment must follow the requirements contained in the Train Horn Rule (49 CFR Part 222).

3.0 PROJECT LIMITS

The Project is located in Weld County, Colorado - approximately 50 miles north of the city of Denver in the Town of Windsor. The proposed Quiet Zone area within the Town of Windsor is located approximately on a rectangle across the diagonal 40.482503, -104.907722 and 40.440900, -104.889383 (refer to **Figure**).

Figure 1: Location within the Town of Windsor, CO for Safety Improvements



4.0 DESCRIPTION OF WORK

Quiet Zone establishment must follow the requirements contained in the Train Horn Rule (49 CFR Part 222). These requirements can also be found summarized in the FRA's Guidance on the Quiet Zone Creation Process document¹ in Section III for Creating a New Quiet zone Using SSMs (Supplemental Safety Measures).

Through this Transportation Investment Generating Economic Recovery (TIGER) Grant the Grantee shall equip thirteen (13) public grade crossings in two main residential areas of the Town of Windsor with the following Supplemental Safety Measures ("SSM"):

- Installation of two (2) automatic railroad gates, flashing lights, Constant Warning Time circuitry, railroad signal bungalow and raised medians at five (5) crossings;
- Installation of four (4) quadrant gates, flashing lights, Constant Warning Time circuitry and railroad signal bungalow at six (6) crossings; and
- Adding constant warning time devices to eleven (11) crossings;
- Construction of raised medians at seven (7) crossing; and Placement of bungalows at eleven (11) crossings.

In implementing the Project, the Grantee will ensure completion of the following tasks:

Task 1: Planning and Administrative

The Grantee shall perform the following subtasks:

1. Develop Detailed Work Plan – refer to Task 1a for detailed description.
2. Develop Project Management Plan – refer to Task 1b for detailed description.

Task 1a: Detailed Work Plan

The objective of a Detailed Work Plan is to provide details on tasks and subtasks identified in the Statement of Work. Specifically the Detailed Work Plan describes, in detail, the steps to be taken to implement the Project and provides an updated budget, and schedule to match the scope of work to be completed. As a project progresses an initial Detailed Work Plan should also be updated as new and more accurate data related to budget, schedule, financing, and ridership estimates become available. The Detailed Work Plan shall include the following information:

- Overview
 - The location of the Project or study area, including geographical and physical boundaries (i.e. mileposts, names of municipalities, etc.), include a map of the Project area keeping the scale of the map appropriate for the nature of the Project.
- Environmental Determination

¹ <http://www.fra.dot.gov/eLib/details/L03055>

- Identify the Class of Action for the environmental document (i.e., Categorical Exclusion or Finding of No Significant Impact, etc.) covering the scope of this Project and the date it was approved by the FRA.
- Description of Work
 - Any public or agency sentiments about the Project, including issues or concerns and the public outreach or involvement conducted and planned for the Project. *(Note: the performance measures for this Project include tracking public complaints about noise from the train horns. Articulate a method of measuring this metric for the Project.)*
 - Describe in detail the activities to complete tasks for the Project, identify key milestones or other checkpoints to be used to monitor progress. *(Note: include pedestrian accommodations that have been part of diagnostic team discussions and referenced in Task 3, below.)*
 - Identify work products and deliverables for the grant and the roles and responsibilities of partners/stakeholders in executing, reviewing and approving them.
 - Summarize design criteria that will be used by the Project team and how they relate to realizing the Project outcomes (i.e. service outcomes, design speed, track work, etc.).
 - Identify agreements and permits required for implementation.
- Schedule
 - Detailed schedule to include timeframes for completing major processes, reaching milestones, and finalizing work products/deliverables within each task.
- Budget
 - Align budget line items to FRA's Standard Cost Categories.

Task 1b: Development of Project Management Plan

The Grantee shall develop a Project Management Plan (PMP). A PMP is the Grantee's overarching Project implementation plan that spans the entire period of the Project. It should describe a Grantee's approved policies, practices, and procedures related to the management, design, and construction for each of the TIGER Discretionary Grants. As the Project progresses the initial PMP should also be reviewed and if as new and improved procedures are implemented, the PMP shall be updated. A PMP should include the following sections:

- A description of the scope of work for the Project;
- Adequate staff organization with well-defined reporting relationships, statements of functional responsibilities, job descriptions, and job qualifications;
- Organizational structures, management skills, and staffing levels required throughout the Project;
- A document control procedure and recordkeeping system;
- Procedures for monitoring and controlling Project costs, schedule, and scope to ensure they don't exceed or deviate from the requirements;
- Risk management plan identifying potential risks and methods to manage those risks as well as describing procedures for monitoring, identifying and managing future risks as they arise;

- A change order procedure that includes a documented, systematic approach to handling Project scope, budget and scheduling changes;
- Quality control and quality assurance functions, programs and responsibilities for the Project;
- A documented system health and safety plan for the entire Project lifecycle;
- If applicable, description of required safety certifications and processes;
- Identification of required stakeholder agreements, right of way agreements, and other critical third party agreements and the process for obtaining those agreements;
- Required government actions or approvals;
- Material testing policies and procedures, if applicable to the Project;
- Internal plan implementation, communications and reporting requirements; and
- Criteria and procedures to be used for testing the operational system or its major components.

Task 2: Engineering Design

The Grantee will complete and submit the following Engineering deliverables to FRA for approval:

Preliminary Engineering Design

- The Grantee will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location. In some cases, projects primarily oriented towards track rehabilitation, a sufficiently annotated set of track charts may be sufficient for adequately defining the work limits for these project elements instead of scaled drawings. For supplementary alterations, the track charts may require additional details including scaled drawings of minor reconfigurations and enhancements.
- The Grantee will prepare design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, track speeds, turnout sizes curve and spiral data; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public and private at-grade crossings; passenger stations, building(s), platforms, parking, access to primary highway system in the area, and public transit services and facilities.
- For complex or dense track configurations, the Grantee will prepare drawings of existing and proposed signal design; and the drawings will include route and aspect charts, preliminary block design, and signal equipment locations.
- The Grantee shall ensure that design submittals include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Grantee will obtain signature approval of the preliminary engineering cover sheet by all stakeholders impacted by the proposed track configuration and signal plan.

Final Design

The Grantee shall complete Final Design and submit to FRA for acceptance. Following FRA approval of the Preliminary Engineering Design, the Grantee may enter into the Final Design stage in which the Preliminary Engineering Design deliverables will be updated, if necessary.

Task 3: Construction

Work at the thirteen (13) public grade crossings in the quiet zone have been reviewed by a diagnostic team, consisting of representatives from the Grantee, GWRCO, and the FRA,^{2,3} The Grantee will perform the following work at the thirteen (13) public grade crossings:

1. Eastman Park Drive:
 - Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install four (4) quadrant railroad gates.
 - Enlarge existing raised concrete islands to house railroad gates.
 - Install two (2) additional gates at turn lanes to/from the adjacent roadway.
 - Install required railroad crossing signage.
 - Remove crosswalk marking paint (SB SH 257 to WB Eastman Park Drive turn lane) and signage directing sidewalk users across Eastman Park Drive to the south sidewalk OR construct a sidewalk along the north side of Eastman Park Drive west of the crosswalk marking paint and across the tracks to the west.
2. SH 257 Angle:
 - Construct 100-foot long raised medians on each approach to the crossing.
 - Restripe existing roadway through lanes on each approach to the crossing to accommodate the centerline raised medians.
 - Install required railroad crossing signage.
3. Garden Drive:
 - Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install two (2) approach automatic railroad gates and flashing lights.
 - Construct 100-foot long raised median on east approach to the crossing.
 - Construct 60-foot long raised median on west approach to the crossing.
 - Adjust the commercial access drive cut on the northwest quadrant to a point 60 feet from the approach railroad gate arm (no concrete/flatwork is anticipated).
 - Install required railroad crossing signage.
4. SH 257 Spur Track:
 - Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install two (2) approach automatic railroad gates and flashing lights.
 - Construct 100-foot long raised median on south approach to the crossing.

² Town of Windsor/Great Western Railway Field Diagnostic Review Field Pack (November 14, 2013)

³ Town of Windsor/Great Western Railway Field Diagnostic Review November 14, 2013 Meeting Minutes (November 20, 2013)

- Construct 60-foot long raised median on north approach to the crossing.
 - Install 60 feet of curb and gutter along the east side of SH 257 north of the crossing to formalize the commercial property access 60 feet from the approach railroad gate arm.
 - Install fencing or signing to prohibit use of the informal access on the southwest quadrant of the crossing.
 - Install required railroad crossing signage.
5. Chimney Park Drive:
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install four (4) quadrant railroad gates.
 - Construct raised 'stub' medians on each approach to close the gap between the railroad gate tips in the down position, due to the skew of the crossing.
 - Install required railroad crossing signage.
6. Walnut Street:
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install two (2) approach automatic railroad gates and flashing lights.
 - Construct 60-foot long raised median on east approach to the crossing.
 - Construct 60-foot long raised median on west approach to the crossing.
 - Install required railroad crossing signage.
7. 15th Street:
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install four (4) quadrant railroad gates.
 - Install required railroad crossing signage.
8. 7th Street:
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install two (2) approach automatic railroad gates and flashing lights.
 - Replace the median post-mounted railroad flashers with new flashers.
 - Repair existing raised medians to 6-inch curb height near the crossing.
 - Extend the north median to 60 feet from the railroad approach gate arm.
 - Install required railroad crossing signage.
 - Unless already installed, equip this crossing with DC/AFO circuitry.
 - Connect the sidewalk along west side of 7th Street across the tracks.
9. 6th Street:
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install four (4) quadrant railroad gates.
 - Construct raised curbed bulb-outs in advance of the crossing on each quadrant where railroad gates will be placed.
 - Install required railroad crossing signage.
10. 5th Street:
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.

- Install two (2) approach automatic railroad gates and flashing lights.
 - Extend existing raised planter island north of the crossing, to the south narrowing to serve as a raised median on the north approach.
 - Construct 60-foot long raised median on south approach to the crossing.
 - Install required railroad crossing signage.
11. Main Street:
- Construct 100-foot long raised median on east approach to the crossing.
 - Construct 60-foot long raised median on west approach to the crossing.
 - Install required railroad crossing signage.
12. 1st Street:
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install four (4) quadrant railroad gates.
 - Construct raised curbed bulb-outs in advance of the crossing on each quadrant where railroad gates will be placed.
 - Install required railroad crossing signage.
13. SH 257 (former Ballpark):
- Install railroad constant warning time circuitry.
 - Install railroad signal bungalow.
 - Install four (4) quadrant railroad gates.
 - Install required railroad crossing signage.
 - Relocate public access on NE quadrant to make space available for an exit gate in a 4-quadrant gate installation.

Task 4: Post-Construction

Following the installation of Quiet-Zone compliant SSMs in Task 3, the Grantee may apply for the establishment of an FRA Quiet Zone. Pending FRA approval of Quiet Zone establishment, the Grantee shall complete the following activities:

- Install required signage at each crossing.⁴
- Update the U.S. DOT Crossing Inventory Form to reflect current physical and operating conditions at each public, private, and pedestrian crossing located within a proposed Quiet Zone.
- Provide a Notice of Intent (NOI) to all of the railroads that operate over crossings in the proposed quiet zone, the State agency responsible for highway safety, and the State agency responsible for crossing safety.⁵

5.0 PROJECT PERIOD OF PERFORMANCE

The period of performance for the above work shall be 18 months, beginning September 1, 2014 and ending February 28, 2016.

⁴ Refer to Train Horn Rule sections 222.25 and 222.35 for details.

⁵ Refer to Train Horn Rule 40 CFR § 222.43 for details.

6.0 PROJECT BUDGET

The total estimated cost of the Project is \$3,335,185 for which this TIGER Grant will contribute 100.0000% of the total cost but not more than \$3,335,185. Any additional expense required beyond that provided in this grant to complete the Project shall be borne by the grantee. Project costs are summarized below and detailed in Attachment 3.

6.1 Cost Summary

Cost Summary by FRA Standard Cost Categories (SCC)

SCC	Work Scope Items	Budget	FRA	Grantee
			100.0000%	0.0000%
40	Site Work	\$355,000	\$355,000	\$0
50	Communications and Signaling	\$2,830,185	\$2,830,185	\$0
80	Professional Services	\$150,000	\$150,000	\$0
Project Total		\$3,335,185	\$3,335,185	\$0

Cost Summary by Task

Task	Work Scope Items	Budget	FRA	Grantee
			100.0000%	0.0000%
1	Planning and Administrative	\$70,145	\$70,145	\$0
2	Engineering Design	\$79,855	\$79,855	\$0
3	Construction	\$3,185,185	\$3,185,185	\$0
3.1	Eastman Park Drive	\$437,547	\$437,547	\$0
3.2	SH 257 Angle	\$30,000	\$30,000	\$0
3.3	Garden Drive	\$230,000	\$230,000	\$0
3.4	SH 257 Spur Track	\$230,000	\$230,000	\$0
3.5	Chimney Park Drive	\$270,000	\$270,000	\$0
3.6	Walnut Street	\$230,000	\$230,000	\$0
3.7	15th Street	\$312,546	\$312,546	\$0
3.8	7th Street	\$210,000	\$210,000	\$0
3.9	6th Street	\$342,546	\$342,546	\$0
3.10	5th Street	\$230,000	\$230,000	\$0
3.11	Main Street	\$30,000	\$30,000	\$0
3.12	1st Street	\$342,546	\$342,546	\$0
3.13	SH 257 (former Ballpark)	\$290,000	\$290,000	\$0
4	Post-Construction	\$0	\$0	\$0
Project Total		\$3,335,185	\$3,335,185	\$0

6.2 Funding Sources

Funding Source	Funding Amount
Federal Contribution: TIGER 2013 Grant	\$3,335,185
Non-Federal Contribution: Town of Windsor	\$0
Project Total	\$3,335,185

7.0 DELIVERABLES

The following table lists the Deliverables that must be submitted to FRA for this Project:

Task	Deliverable	Due Date
Attachment 1 Section 10.a	Pre-Project Performance Measurement Report	Within 30 days of execution of this Agreement
Attachment 1 Sect. 10.a	Project Performance Measurement Report	According to schedule from Attachment 4
Attachment 1 Sect. 10.c	Annual Budget Review and Program Plan	Within 60 days prior to the end of each Agreement Year
Task 1a	Detailed Work Plan	Within 30 days of execution of this Agreement
Task 1b	Project Management Plan	Within 30 days of execution of this Agreement
Task 2	Preliminary Engineering	9/31/2014
Task 2	Final Design with Stakeholder Signatures	2/28/2015

In addition to the deliverables above, the Grantee will notify FRA of completion of the following items. These will be provided to FRA upon request.

Task 2	Permits	2/28/2015
Task 2	Construction plans, budget and bid book complete	2/28/2015

8.0 ENVIRONMENTAL DETERMINATION

FRA issued a Categorical Exclusion (CE) Determination covering the scope of this Project on May 13, 2014. The completed CE worksheet is on file with the FRA.

9.0 PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process; including as appropriate all railroad owners, operators, and funding partners within the Project area. Under this Agreement, FRA will participate in the Project, as described in this Statement of Work.

The Grantee and GWRCO are collaborating on this Project (the Team). The Project is also supported by many public and private stakeholders.

10.0 PROJECT MANAGEMENT

Through the contribution of the Team described in Section 9, a Project Management Plan (PMP) was developed including an overarching Project implementation plan that spans the entire period of the Project, as described under Task 1a. Concerning Project implementation, the Town of Windsor (Grantee) will act as the governing agency in control of funding allocation, budgetary review, and Project implementation. The Grantee will procure survey and engineering design services to produce design plans, specifications and quantities for the construction bid package. GWR will provide specifications and information for the bid package identifying railroad signal design criteria that is acceptable to the Grantee and GWRCO.

Design of the railroad infrastructure will be part of the bid package and will be completed by the successful Contractor Team. The Contractor Team shall provide construction management, railroad equipment design, procurement, installation, testing, and inspection to the satisfaction of the Grantee and GWRCO. GWRCO will maintain the railroad infrastructure following completion of the Project in accordance with Colorado Public Utilities Commission (PUC) regulations and crossing Construction & Maintenance (C&M) agreements. The Contractor Team shall provide construction management and procurement of equipment, materials and labor to complete all civil design elements in accordance with the plans and to the satisfaction of the Grantee.

The Grantee and/or Colorado Department of Transportation (CDOT) will maintain the road approaches following completion of the Project in accordance with Colorado PUC regulations and crossing C&M agreements. The Grantee shall designate a project manager to monitor the Project and inspect the civil construction work performed by the Contractor Team. GWRCO shall also designate one project manager to monitor the installation of the railroad infrastructure, observe final testing, and coordinate final acceptance and in-service notification of the activation of the railroad infrastructure to GWR, the Grantee, and any other railroads which may operate over GWR tracks. Each Party shall notify the other in writing of their designated project manager(s) or of any change in their respective designated project manager(s).

**ATTACHMENT 4
PERFORMANCE MEASUREMENT TABLE**

Measure	Description of Measure	Measurement Period	Reporting Period
<p>Measure 1: Annual Vehicle Crash Rates by Type and Severity</p>	<p>Vehicle crash rates will be measured and reported as crashes per 100 million VMT and identified by severity categories: fatal, injury, and property-damage-only (PDO) crashes.</p>	<p>Pre-project (Baseline) Measurement: Annual average for the 2 years prior to initiating work under this Agreement</p> <p>(After) Project Performance Measurement: Quarterly for a period of 5 years after the project opens for operation under normal conditions</p>	<p>Pre-Project (Baseline) Measurement: Reporting period is 2 years prior to initiating work under this Agreement. Report is due prior to initiating work under this Agreement.</p> <p>(After) Project Performance Measurement: Quarters: January 1- March 31; April 1-June 30; July 1-September 30; and October 1-December 31. Report due on 30th of the month following each quarter's end</p>
<p>Measure 2: Average Annual Vehicle Daily Delay at Crossings.</p>	<p>All vehicles daily at project crossings.</p>	<p>Pre-project (Baseline) Measurement: Average daily for 1 year prior to initiating work.</p> <p>(After) Project Performance Measurement: Annually for 3 years of daily average</p>	<p>Pre-project (Baseline) Measurement: Reporting is for 1 year prior to initiating work under this agreement</p> <p>(After) Project Performance Measurement: Annually: December 31st due on January 30th.</p>
<p>Measure 3: Citizen Complaints of Train Horn Noise</p>	<p>Number of citizen complaints about train horn noise.</p>	<p>Pre-project (Baseline) Measurement: Annual average for 2 years prior to initiating work.</p> <p>(After) Project Performance Measurement: Annually for a period of 3 years after the project's Quiet Zone is certified.</p>	<p>Pre-project (Baseline) Measurement: Reporting is 2 years prior to initiating work under this Agreement.</p> <p>(After) Project Performance Measurement: Annually: December 31st due January 30th.</p>

TIGER 2013 GRANT
ASSURANCES AND CERTIFICATIONS

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-
ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR
BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

During the performance of this Grant/Cooperative Agreement, the Grantee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities (as applicable to this grant); including but not limited to:

Potentially Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Attachment 5

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

DISCLOSURE OF LOBBYING ACTIVITIES

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER 2013 Discretionary Grant program, the Grantee hereby agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subgrantees shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE TIGER III DISCRETIONARY GRANT PROGRAM

The Grantee certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's

Attachment 5

workplace, and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the commitments made in this certification.
8. The Grantee may, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 49 C.F.R. Part 32

Attachment 5

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER 2013 Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. See Nonprocurement Suspension and Debarment (2 C.F.R. Part 1200) and Government wide Requirements for Drug-Free Workplace Grants (49 C.F.R. Part 32). The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
5. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Attachment 5

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER 2013 Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that

Attachment 5

its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER 2013 Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Attachment 5

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



MEMORANDUM

Date: October 13, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Kelly Unger, Management Assistant
Re:
Item #: C.7.a

Background / Discussion:

In order to properly execute the Western Freight Improvement Project, staff would like to hire Felsburg Holt & Ullevig (FHU) as project consultants. FHU shall perform, furnish, and complete the following professional services:

- Preliminary Design
- Final Design
- Permits
- Bidding Phase
- Construction Observation
- Project Management

According to FHU's design/construction schedule, the Quiet Zone will be completed by December 2015.

Financial Impact:

Work Scope Items	Budget	FRA 100.0000%	Grantee 0.0000%
Professional Services	\$150,000	\$150,000	\$0
Project Total	\$150,000	\$150,000	\$0

Relationship to Strategic Plan:

Goal 1.A: Promote safety and security

Recommendation:

Authorize Town Manager to sign FHU Agreement for Professional Services for the Great Western Freight Improvement Project.

Attachments:

- Attachment 1: FHU Contract
- Attachment 2: Project Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this _____ day of _____, 2014, by and between **Town of Windsor** hereinafter called the **CLIENT**, and **FELSBURG HOLT & ULLEVIG**, hereinafter called the **CONSULTANT**, collectively referred to as the Parties.

The services to be performed hereunder are incidental to the following PROJECT:

Town of Windsor Quiet Zone Design
Windsor Project Number _____

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto have mutually agreed and do agree as follows:

ARTICLE I. SERVICES BY THE CONSULTANT

- 1.1 The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.
- 1.2 The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in **Exhibit A – Scope of Work**, attached hereto.

ARTICLE 2. RESPONSIBILITIES OF THE CLIENT

- 2.1 The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.
- 2.2 The **CLIENT** shall designate a representative who shall be fully acquainted with the Project and who shall have authority to render decisions relative to the **CONSULTANT'S** services as necessary for the orderly progress of the work. The representative shall be responsible for receiving and processing all information and documentation relative to the project in behalf of the **CLIENT**.
- 2.3 The **CLIENT** shall establish and maintain procedures for receiving, reviewing, recording, and acting on all information, documentation, payments, and acceptances of work and services relative to this project in an expeditious manner.
- 2.4 The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

ARTICLE 3. TIME OF PERFORMANCE

The services to be provided under this Agreement shall, unless otherwise provided, be commenced upon execution of this Agreement and be performed in general accordance within the timeframe and /or schedule in **Exhibit A**.

ARTICLE 4. COMPENSATION FOR SERVICES

Subject to annual appropriation, the **CLIENT** agrees to compensate the **CONSULTANT** in accordance with the following schedule, and the Terms and Conditions of this Agreement:

- 4.1 For Basic Services as described in Article 1, Compensation shall be made on a time and materials basis not-to-exceed **One hundred fifty thousand dollars (\$ 150,000.00)** without prior written approval of the **CLIENT** as described in **Exhibit B - Fee Estimate**.
- 4.2 Invoices submitted to the **CLIENT** will use the **CONSULTANT**'s current billing rates in effect at the time the work is performed. **Attachment 1** provides the **CONSULTANT**'s 2014 Schedule of Hourly Rates and Expenses.
- 4.3 Unless otherwise provided herein, **CONSULTANT** shall submit invoices for Basic, Additional or Special Services and for Direct Expenses each month for work actually performed. The **CLIENT** agrees to pay the **CONSULTANT** within 60 days of the billing date. Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the **CONSULTANT** may upon five (5) calendar days written notice to the **CLIENT** suspend performance of services under this Agreement. The **CONSULTANT** shall have no liability whatsoever to the **CLIENT** for any costs or damages as a result of such suspension. The **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

ARTICLE 5. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT**'s control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT**'s compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, relocation of other expenses incidental to such delays.

ARTICLE 6. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** in connection with this project are instruments of service for this project only and shall become the property of the **CLIENT** for the **CLIENT**'S convenience for this project. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project shall be at the **CLIENT**'S risk and the **CLIENT** agrees to defend, indemnify and hold harmless the

CONSULTANT from all claims, damages, and expenses including attorneys fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**.

Electronic files transmitted by the **CONSULTANT** at the **CLIENT'S** request are not the construction documents. The **CONSULTANT** makes to representation as to the compatibility of these files with other hardware or software beyond the specified release of the referenced specifications. The **CLIENT** understands that differences may exist between electronic files and the corresponding hard-copy construction documents. The **CONSULTANT** makes no representation regarding the accuracy or completeness of the electronic files received by the **CLIENT**. In the event a conflict arises between the signed or sealed hard-copy construction documents prepared by the **CONSULTANT** and the electronic files, the signed or sealed hard-copy construction documents shall govern. The user is responsible for determining if any conflict exists. By use of any electronic files, any and all users are not relived of the duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate all work with that of other contractors for the project.

Under no circumstances shall delivery of electronic files by the **CONSULTANT** to the **CLIENT** or others be deemed a sale by the **CONSULTANT**, and the **CONSULTANT** makes no warranties, express or implied, of merchantability and fitness for any particular purpose. In no event shall the **CONSULTANT** be liable for any loss of profit or any consequential damages as a result of any use or reuse of these electronic files.

ARTICLE 7. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Colorado; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

ARTICLE 8. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

ARTICLE 9. DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **CLIENT** and the **CONSULTANT** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

ARTICLE 10. DESIGN WITHOUT CONSTRUCTION PHASE ENGINEERING SERVICES

If the basic services under this Agreement include design services, but do not include any construction phase engineering services by the **CONSULTANT**, such as construction administration, construction observation, or review of the Contractor's work for general conformance with the Contract Documents, such services shall be provided by the **CLIENT** or others. The **CLIENT** assumes all responsibility for the **CLIENT's** interpretation of the Construction Documents, for construction administration, observation and supervision, and waives any and all claims and liability against the **CONSULTANT** that may be in any way connected thereto.

ARTICLE 11. JOBSITE SAFETY

Neither the professional activities of the **CONSULTANT** nor the presence of the **CONSULTANT** or his employees and subconsultants at a construction site, shall relieve the General Contractor(s) or its subcontractor(s), and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precaution required by any regulatory agencies. The **CONSULTANT** and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Except for employees of the **CONSULTANT**, the **CLIENT** agrees that the General Contractor(s) or its subcontractor(s) are responsible for jobsite safety, and shall include this intent in the **CLIENT's** agreement with the General Contractor(s) and/or subcontractor(s).

ARTICLE 12. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Colorado.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 14. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other **CONSULTANT** or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

ARTICLE 15. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

ARTICLE 16. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

- 16.1 The **CONSULTANT** shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.
- 16.2 In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 16.3 The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.
- The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement.
- 16.4 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, and any of them, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of,
-

resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement.

ARTICLE 17. SPECIAL PROVISIONS

17.1 The **CONSULTANT** shall comply with Federal Guidelines and Requirements of the Grant Agreement to which the **CLIENT** is bound. The final Grant Agreement is attached hereto as Attachment 3, and incorporated by reference.

17.2 **ACKNOWLEDGMENT OF COMPLETE AGREEMENT:** This Agreement includes pages consecutively numbered 1 through 6, and the attachments thereto, identified as:

- Exhibit A – Scope of Work / Project Schedule
- Exhibit B – Fee Estimate
- Attachment 1 – Schedule of Hourly Rates and Expenses for 2014
- Attachment 2 – Contractor’s Certification Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*
- Attachment 3 – Great Western Freight Improvement Project (CO) Grant Agreement

17.3 **GOVERNMENTAL IMMUNITY:** Nothing herein shall be deemed a waiver by the **CLIENT** of any protections or provisions of the Colorado Governmental Immunity Act, or common-law principles of sovereign immunity.

17.4 **TAXPAYER’S BILL OF RIGHTS (TABOR):** Nothing herein shall be construed as a multiple fiscal year obligation on the part of the **CLIENT**. All **CLIENT** undertakings herein shall be subject to annual appropriation by the **CLIENT**’s governing body.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above:

CLIENT:

CONSULTANT:

Town of Windsor, Colorado

FELSBURG HOLT & ULLEVIG

By _____

By _____

Title _____

Title _____

Address: _____

Address: 6300 S. Syracuse Way, Suite 600

Centennial, CO 80111



Windsor Quiet Zone Design/Construction Schedule
Exhibit A - Project Schedule

Task	2014				2015											
	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Pre-Grant Work																
RR Diagnostic Review (complete October 2013)																
FRA Grant Agreement Coordination (Nov. 2013-June 2014)																
NEPA Cat Ex Documentation/Clearance (complete June 2014)																
TIGER Grant Agreement Complete/NTP (Antic. Sep. 1, 2014)	■															
Preliminary Design/Survey/Utility Coord																
Obtain Available Mapping/Contours	■	■														
Utility Coordination	■	■	■													
60% Plan Preparation	■	■	■	■												
60% Quantity Tabulation			■	■												
60% Plan Review by Agencies/GWR				■	■											
Receive 60% Plan Review Comments					■	■										
PUC Applications/Process																
Prepare Public Utilities Commission Applications		■	■	■	■	■										
Town/PUC Informal Review of PUC Applications					■	■										
Finalize PUC Applications and Town Submit					■	■										
PUC Process (60 days)							■	■	■	■	■	■	■	■	■	■
Final Design/Specifications																
90% Plan Preparation						■	■	■	■							
Prepare Project Special Provisions						■	■	■	■							
90% Quantity Tabulation							■	■								
90% Plan/Spec Review by Agencies/GWR								■	■							
Receive 90% Plan/Spec Review Comments									■							
Railroad Agreements (if needed)																
Request Crossing Agreements from GWR						■	■									
GWR Prepares Crossing Agreements						■	■	■	■							
Town Receipt/Review of Crossing Agreements								■	■	■	■					
GWR/Town Sign Crossing Agreements									■	■						
FRA Notice of Intent to Create A Quiet Zone																
Prepare Draft Notice(s) of Intent						■	■	■	■							
Confirm Crossing Treatments from 60% Plan Review							■									
Compile Final Notice(s) of Intent								■	■							
Formal Notice of Intent Transmittals by Town									■							
FRA Notice/Comment Period (60 days)									■	■	■	■	■	■	■	■
Bid Documents																
Prepare Plans, Specs and Bid Tab for Advertisement									■	■	■					
Permits																
Prepare CDOT Special Use Permits for State Hwy Work							■	■	■	■						
Prepare NPDES Stormwater Permits where required							■	■	■	■						

Windsor Quiet Zone Design/Construction Schedule
Exhibit A - Project Schedule

Task	2014				2015											
	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Bidding/Advertisement																
Compile/Produce Bid Plans for Advertisement																
Compile/Produce Specifications for Advertisement																
Advertisement of the Project for Bids																
Pre-Bid Meeting																
Prepare & Distribute Addenda to Bid Documents																
Prepare Final "For Construction" Plans & Specs																
Contractor Team Bids Due																
Award Construction Contract																
Town-Contractor Contracts/Insurance Process																
Construction Notice to Proceed																
Construction /Installation																
Construction of Civil Work Items																
Design of Railroad Signals/Bungalows/Circuitry																
Procure/Install Railroad Signals/Bungalows/Circuitry																
Construction Inspection (Town Rep and GWR Rep)																
Final Testing/GWR Acceptance and In-Service																
FRA Notice of Quiet Zone Establishment																
Prepare Draft Notice(s) of Quiet Zone Establishment																
Prepare Updated FRA Inventory Reports for Review																
Circulate Updated FRA Reports to Town, GWR, CDOT																
Finalize Notice(s) of QZ Establishment & FRA Updates																
Submit Notice(s) of QZ Establishment to Req'd Agencies																
Quiet Zone Establishment 21 days after NQZE																
Project Management																
Progress Meetings	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ
Documentation of Coordination with Agencies/Railroad																
Progress Reports to Town (end of month)																
Grant Administration/FRA Reporting																
Draft Monthly SF 270 Form for Town's Reimbursement																
Compile Baseline Report of Performance Measures																
Generate Quarterly Progress Reports/Form SF 425																
Generate Annual Budget Review & Program Plan																
Project Closeout/Final Form SF 425																

QUIET ZONE ESTABLISHMENT → *

LEGEND:

- Ⓢ Progress Meetings assumed every 2 weeks
(Conference Call or In-Person as needed)
- ★ Report Due 60 days prior to year end
- ★ Closeout Due within 90 days of project completion

TOWN OF WINDSOR
RESOLUTION NO. 2014 – 63

A RESOLUTION OF THE TOWN OF WINDSOR, COLORADO RECOGNIZING COLORADO CITIES AND TOWNS WEEK, OCTOBER 20-26, 2014 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, municipal government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Colorado Cities & Towns Week is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, the Colorado Municipal League's member cities and towns have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Colorado Cities & Towns Week offers an important opportunity to convey to all the citizens of Colorado that they can shape and influence government through their civic involvement.

NOW, THEREFORE, IT IS FOUND AND RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. That the Town of Windsor encourages all citizens, municipal government elected officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.
2. That the Town of Windsor supports and encourages all municipal governments to actively participate in Colorado Cities & Towns Week.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of October, 2014.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



Liquor Licensing Authority

To: Mr. Mayor and Members of the Town Board

CC: Patti Garcia, Town Clerk
Ian McCargar, Town Attorney
Kelly Arnold, Town Administrator
Bruce Roome, Deputy Town Clerk

From: Teresa Ablao, Associate Town Judge

Date: September 19, 2014

RE: Windsor Local Liquor Licensing Authority report - 3d quarter 2014

Dear Mayor and Board Members:

I want to update you on the activities of the Windsor Liquor Licensing Authority (LLA) that have occurred since my last report in June 22 18, 2014.

Renewals: This quarter, 7 license renewals were approved on consent:

- *King Soopers #104* (3.2% Beer Off Premise license)
- *Pueblo Viejo Family Mexican Restaurant* (Hotel/Restaurant license)
- *Windsor Discount Liquor* (Retail Liquor Store license)
- *The Eagles Nest at NoCo Ice Center* (Tavern license)
- *Senor Jalapenos* (Hotel/Restaurant license)
- *Sports Center Discount Liquor* (Retail Liquor Store)
- *Safeway Store #1791* (3.2% Beer Off Premise license)

The following renewal application was granted on the Regular agenda:

- *Loaf 'N Jug #848*- the Licensee appeared at the meeting to address the Authority regarding previous violations. A report of Manager Change was also filed. The manager change occurred in January and was not reported within 30 days. The Licensee was warned regarding the untimely filing.

New applications: None this quarter.

License Transfers: None this quarter.

Tastings Permits: None this quarter.



Liquor Licensing Authority

Special Events Permits: There were 4 special event permits granted this quarter.

- Windsor Rotary Club was granted the following SEPS:
 - *Windsor Harvest Festival at Boardwalk Park* on August 30 from 4 to 10 pm.
 - *Windsor Harvest Festival at the Main Park* on August 31 and September 1 from 9a.m. to 6 p.m.
 - *Bulls on the Beach* on August 30 from 12n to 6 p.m. and September 1 from 2 p.m. to 10 p.m.
 - *Salsa on 5th Street* on August 23 from 4 p.m. to 9 p.m.

Show Cause Hearings: None requested or scheduled this quarter.

Miscellaneous:

- The Eagles Nest also filed a report of trade name change and a request to modify premises. Because the modification of premises is required to be a public hearing, the request to modify was approved (after testimony was received from the licensee regarding the nature of the changes and reasons therefore) contingent upon the licensee posting the premises for 10 days beginning on August 19 and if no protests or persons appeared on August 29 at 10 a.m., then the modification would be approved at that time. The Licensee filed its affidavit of posting on August 19 and no protests were received nor did anyone appear on the 29th. The modification was approved on August 29th.
- Pueblo Viejo was issued a warning letter from the State Liquor Enforcement Unit for improperly registering managers at multiple locations. The Licensee is now in compliance as they have registered one of the co-owners at the Windsor location.

As always, please feel free to contact me anytime if you have any questions or concerns.

Respectfully submitted,
Teresa Ablao

PROJECT UPDATE REPORT

DATE: October, 2014

**PROJECT: Northern Integrated Supply Project-
NEPA Phase**

CONTACT: Carl Brouwer

PURPOSE: Complete the National Environmental Policy Act (NEPA) phase of the project and obtain a Record of Decision that will allow the project to be implemented.

PROJECT STATUS:

- Participation for the 15 participants is 40,000 acre-ft of permitted yield.
- A Supplemental DEIS will be prepared for the Project.
- **ERO is writing the SDEIS and Technical Reports. Early 2015 for SDEIS.**

BUDGET ACTIVITY:

Category	ERO	NW	TRMWF	Ciruli&Sigler	Other	Total
Budget	\$1,034,000	\$ 220,000	\$ 60,000	\$ 40,000	\$ 30,000	\$1,384,000
January	\$ 80,678	\$ 20,721	\$ 8,103	\$ 175	\$ -	\$ 109,678
February	\$ 137,687	\$ 20,877	\$ 5,050	\$ 7,848	\$ -	\$ 171,462
March	\$ 140,328	\$ 25,589	\$ 4,144	\$ 919	\$ -	\$ 170,979
April	\$ 81,213	\$ 19,939	\$ 2,475	\$ -	\$ 468	\$ 104,094
May	\$ 83,013	\$ 16,620	\$ 1,813	\$ 7,921	\$ -	\$ 109,367
June	\$ 82,683	\$ 11,161	\$ 6,332	\$ -	\$ 370	\$ 100,546
July	\$ 129,386	\$ 28,076	\$ 7,299	\$ -	\$ 480	\$ 165,241
August	\$ 55,024	\$ 12,831	\$ 2,093	\$ 4,909	\$ -	\$ 74,856
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure to Date	\$ 790,011	\$ 155,814	\$ 37,308	\$ 21,773	\$ 1,318	\$1,006,224
Budget Remaining	\$ 243,989	\$ 64,186	\$ 22,692	\$ 18,227	\$ 28,682	\$ 377,776
% Spent	76%	71%	62%	54%	4%	73%

ACTIVITY:

- *Chapters 1 and 2 are complete. Chapter 3 nearly ready to be submitted for external review. Chapter 4 (effects) is being written. Geomorphology, Socioeconomics, Water Resources, and Operations Plan reports are reviewed and complete. Aquatics and Riparian reports are under revision to address agency comments.*
- *Hydros is working on temperature analysis and GEI on constituent analysis to adequately address water quality issues for SDEIS. Both analyses are nearly complete. Will model in more detail for the 401 Certification following the SDEIS. Presentation to EPA and CDPHE scheduled for early October.*
- *Northern Water reviewing reports and working on Mitigation Plan.*
- *Working on alternative ditch company conveyance approaches to satisfy concerns and provide compensation.*
- Meetings with various interest groups, newspapers, and other media.

OUTSTANDING ISSUES:

- Time in bringing the permitting phase to a conclusion.
- Continuing effort is being made by opponents to stop NISP.

FUTURE ACTION:

- *Determine appropriate mitigation plan to meet the needs of the Corps and the State.*
- *Determine when to begin design activities.*
- Work out agreements with New Cache and Larimer and Weld Ditch Companies.